

August 26, 2022

Technical College System of Georgia  
Office of Workforce Development  
1800 Century Place NE, Suite 150  
Atlanta, GA 30345  
Attn: WIOA Compliance

WorkSource Southern Georgia is pleased to submit the Regional Plan update for Area 18/Region 11. The regional plan update was approved at our Workforce Development Board meeting on Wednesday, August 17, 2022. The public notice/comment period for the plan update will end on September 16, 2022. Please accept this as our final submission (pending any public comment).

The following pages/sections were revised:

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• Section I – Strategic Elements, Governance and Structure Pages	1-26
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We look forward to receiving plan approval. Please do not hesitate to reach out to Roberta Lovett, Deputy Executive Director of Human Services should you have any questions.

Sincerely,



Keith Bryant  
Workforce Development Board Chair  
Human Resource Director  
Clinch Memorial Hospital



James Everett  
Chief Local Elected Official  
Charlton County Commission Chair

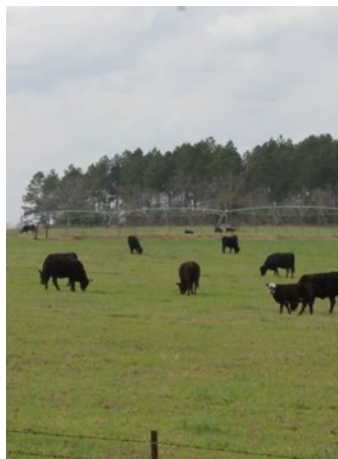
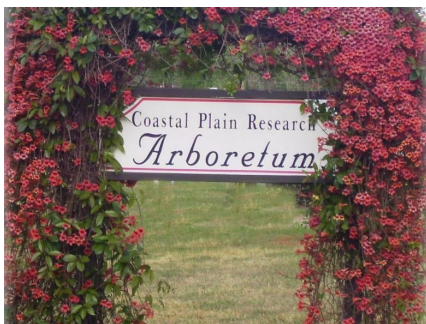
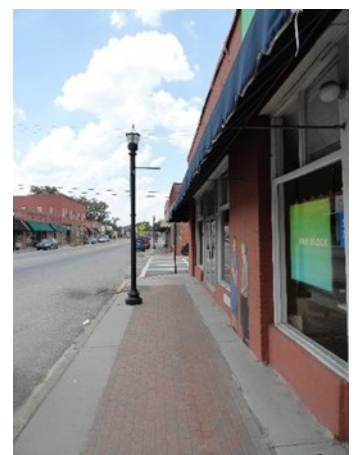
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# WorkSource Southern Georgia 2020-2024 COMPREHENSIVE 4 YEAR REGIONAL PLAN Plan Update 2022-2024



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# Strategic Elements, Governance and Structure

1. **Identification of the Fiscal Agent** - Provide an identification of the entity responsible for the disbursement of grant funds described in WIOA § 107(d)(12)(B)(i)(III) as determined by the chief elected official.

The Southern Georgia Regional Commission shall serve as the fiscal agent and shall be responsible for the disbursement of grant funds.

2. **Description of Strategic Planning Elements** – Provide a description of the strategic planning elements listed below. A complete answer will rely on a variety of data sources and employer input. Also describe how the information was gathered and what partners and employers were consulted.

## Introduction

The Southern Georgia Workforce Development Area (SGWDA) (Workforce Area 18) consists of 18 counties in predominantly rural southern Georgia (Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware Counties), coterminous with the 18-county region served by the Southern Georgia Regional Commission. This document serves as the Comprehensive Four-Year Local Plan for the SGWDA, in accordance with WIOA § 108. This plan was developed in partnership with the Southern Georgia Area Chief Local Elected Officials, Southern Georgia Workforce Development Board (SGWDB), and local Georgia Department of Labor, Georgia Vocational Rehabilitation Agency and Adult Literacy partners.

- a. **Regional Economic Conditions** - Provide an analysis of the regional economic conditions including existing and emerging in-demand industry sectors and occupations; and the employment needs of employers in those industry sectors and occupations. Include the listing of occupations in demand within the region and describe how the list was developed citing source data.

The 18-county Southern Georgia region is predominantly rural in terms of its land area. Historically, the region's major industries were agriculture (both crops and livestock) and forestry, including the extraction of turpentine from pine trees. However, in recent decades, in keeping with national trends, the region has shifted from a production economy to a service economy. Although the majority of the region's land area is still used for agriculture and forestry, more jobs are now in service-providing industries than in goods-producing industries. It should be noted that the region has high concentrations (higher than the national average) of employment in Agriculture, Forestry, Fishing and Hunting, Manufacturing and Transportation and Warehousing. (*Source: Jobs EQ Economic Overview Region 11*).

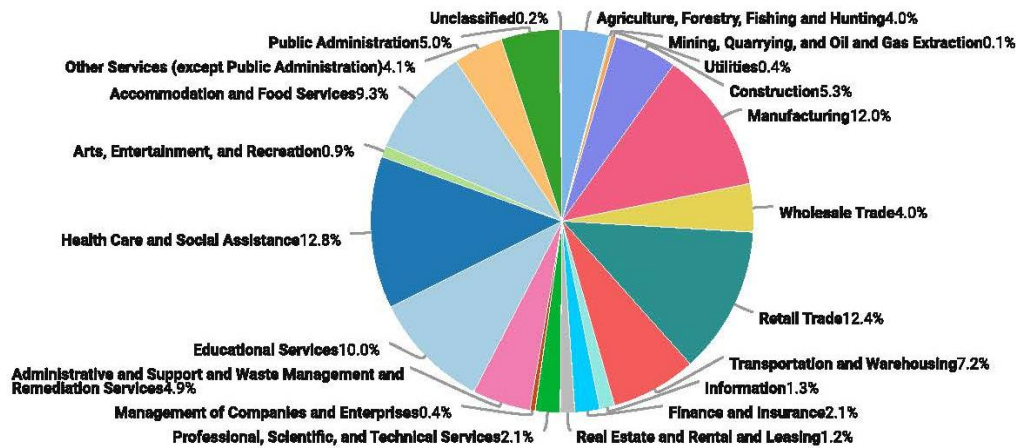
The population in the Southern Georgia Area was 413,869 per American Community Survey Data for 2016-2020. The population of the region remains fairly constant with an annual growth rate of only 853. The region has a civilian labor force of 175,959 with a participation rate of 54.8%. Of individuals 25 to 64 in the region, 17.3% have a bachelor's degree or higher which compares with 34.3% in the nation. The median household income is \$41,706. (*Source: Jobs EQ Economic Overview Region 11*).

WorkSource Southern Georgia LWDA 18 is a geographically large workforce area with diverse industry sectors. The largest sector in the region is Health Care and Social Assistance, employing 20,066 workers. The next largest sectors in the region are Retail Trade (19,454 workers) and Manufacturing (18,735 workers). Table 1 below shows the total workers for the region by industry.



Table 1

## Total Workers for Southern Georgia Area 18 Region 11 by Industry



Source: JobsEQ®, Data as of 2022Q1

Employment data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics and imputed where necessary. Data are updated through 2021Q4 with preliminary estimates updated to 2022Q1.

Regional Sectors with the best job growth (or most moderate job losses) over the last 5 years are Transportation and Warehousing (+1,372), Manufacturing (+1,133) and Construction (+748).

Over the next year, employment in the region is projected to expand by 769 jobs. The fastest growing sector in the region is expected to be Arts, Entertainment, and Recreation with a +3.4% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Accommodation and Food Services (+280 jobs), Health Care and Social Assistance (+208), and Transportation and Warehousing (+70).

### **Demand Occupations**

Information in this section was gathered from the Georgia Department of Labor, Workforce Information and Analysis, Labor Insight/Burning Glass and JobsEQ. Information was also gathered through discussion with Chambers of Commerce, Economic Development professionals, Human Resource Managers, Industry Feedback, and business and labor union representatives from the Workforce Development Board. After data analysis was completed the following in-demand occupation list was established for SGWDA (Table 2).

**Table 2: Demand Occupation Listing**

## WorkSource Southern Georgia Demand Occupation Listing

Arts, Design, Entertainment, Sports and Media	
Actors	Audio and Video Equipment Technicians
Coaches and Scouts	Fine Artists, Including Painters, Sculptors & Illustrators
Graphic Designers	Interior Designers
Interpreters and Translators	Merchandise Displayers and Window Trimmers
Photographers	Public Relations Specialists
Architecture and Engineering	
Chemical Engineers	Civil Engineers
Drafters, All Other	Electrical Engineers
Electro-Mechanical Engineers	Engineering Technicians, Except Drafters, All Other
Engineers, All Other	Industrial Engineers
Industrial Engineering Technicians	Locomotive Engineers
Mechanical Engineers	Manufacturing Production Technicians
Building and Grounds Cleaning and Maintenance	
First Line Supervisors of Housekeeping and Janitorial Workers	
First Line Supervisors of Landscaping, Lawn Services & Groundskeeping	
Janitors & Cleaners, Except Maids & Housekeeping	Landscaping and Groundskeeping Workers
Maids and Housekeeping Cleaners	Pest Control Workers
Pesticide Handlers, Sprayers & Applicators, Vegetation	Tree Trimmers and Pruners
Business, Financial, Legal and Management	
Accountants	Administrative Service Managers
Auditors	Financial Analysts
Financial Managers, Branch or Department	Food Service Managers
General & Operations Managers	Human Resource Managers
Human Resource Specialists	Industrial Production Managers
Insurance Adjusters, Examiners and Investigators	Lawyers
Loan Officers	Logisticians
Management Analysts	Managers, All Other
Marketing Managers	Marketing Research Analysts and Marketing Specialists
Paralegals and Legal Assistants	Purchasing Agents
Sales Managers	Training and Development Specialists
Treasurers and Controllers	
Community and Social Services	
Child, Family, and School Social Workers	Educational, Guidance, School, and Vocational Counselors
Health Educators	Healthcare Social Workers
Marriage and Family Therapists	Mental Health Counselors
Probation Officers and Correctional Treatment Specialists	Social and Human Service Assistants
Social Workers, All Others	Substance Abuse and Behavioral Disorder Counselors
Computer and Mathematical	
Business Intelligence Analysts	Computer Programmers
Computer System Analysts	Computer User Support Specialists
Database Administrators	Document Management Specialists
Network and Computer System Administrators	Operations Research Analysts
Software Developers, Applications	Software Quality Assurance Engineers & Testers

Construction & Extraction	
Carpenters	Construction Laborers
Construction Managers	Electricians
First Line Supervisors of Construction Trades and Extraction Workers	
Helpers- Electricians	
Operating Engineers & Other Construction Equipment Operators	
Painters, Construction and Maintenance	Pipefitters & Steamfitters
Plumbers	Roustabouts, Oil and Gas
Education, Training and Library	
Elementary School Teachers, Except SPED	Education Teachers, Postsecondary
Librarians	Middle School Teachers, Except SPED & CTAE
Postsecondary Teachers, All Other	Preschool Teachers, Except SPED
Special Education Teachers, Middle School	Teacher Assistants
Teachers & Instructors, All Other	Tutors
Vocational Education Teachers, Postsecondary	
Farming, Fishing and Forestry	
Agricultural Equipment Operators	Animal Breeders
Fallers	Farmworkers and Laborers, Crop
First-Line Supervisors of Agricultural Crop & Horticultural Workers	
Forest and Conservation Workers	Foresters
Graders and Sorters, Agricultural Products	Logging Equipment Operators
Logging Workers	
Food Preparation and Serving Related	
Bartenders	Chef and Head Cooks
Combined Food Preparation and Serving Workers	Cooks, Restaurant
Dishwashers	
First Line Supervisors of Food Preparation and Serving Workers	
Food Service Managers	Hosts and Hostesses
Waiters and Waitresses	
Healthcare	
Critical Care Nurses	Dental Hygienist/Assistants
Dietitians and Nutritionists	Emergency Medical Technicians & Paramedics
Health Technologists and Technicians	Home Health Aides
Internists, General	Licensed Practical and Licensed Vocational Nurses
Medical & Clinical Laboratory Technologists & Technicians	Medical and Health Services Managers
Medical Assistants	Medical Equipment Preparers
Medical Records and Health Information Technicians	Medical Secretaries
Medical Transcriptionists	Nurse Anesthetists
Nursing Assistants	Nursing Instructors and Teachers, Post-Secondary
Occupational Therapists/Assistants	Orderlies
Patient Representatives	Personal Care Aides
Pharmacy Technicians/Aides	Phlebotomists
Physical Therapist/Assistants	Registered Nurses
Respiratory Therapists/Technicians	Sonographers/Radiologic Technicians
Surgical Technologist	

Installation, Maintenance & Repair	
Aircraft Mechanics and Service Technicians	Automotive Specialty Technicians
Automotive Master Mechanics	Bus and Truck Mechanics and Diesel Engine Specialists
Electrical Power-Line Installers and Repairers	
Electronic Home Entertainment Equipment Installers & Repairers	
First-Line Supervisors of Mechanics, Installers & Repairers	Heating and Air Conditioning Mechanics and Installers
Industrial Machinery Mechanics	Installation, Maintenance, and Repair Workers, All Other
Lineman	Maintenance & Repair Workers, General
Mobile Heavy Equipment Mechanics, Except Engines	Telecommunications Equipment Installers and Repairers
Telecommunications Line Installers and Repairers	

Life, Physical and Social Science	
Biologists	Chemists
Clinical Psychologists	Counseling Psychologists
Environmental Scientists and Specialists, Including Health	Food Science Technicians
Medical Scientists, Except Epidemiologists	Physicists
Quality Control Analysts	School Psychologists
Soil and Plant Scientists	Soil and Water Conservationists

Office & Administrative Support	
Bookkeeping, Accounting & Auditing Clerks	Couriers and Messengers
Customer Service Representatives/Specialist	
First-Line Supervisors of Office/Administration Support Workers	
Laundry and Dry-Cleaning Workers	Office Clerks, General
Secretaries and Administrative Assistants	Shipping, Receiving & Traffic Clerks
Stock Clerks, Sales Floor	Stock Clerks - Stockroom, Warehouse, or Storage Yard
Team Assemblers	Tellers

Production	
Aircraft Structure, Surfaces, Rigging & System Assemblers	Cutting & Slicing Machine Setters, Operators and Tenders
Engine & Other Machine Assemblers	
Extruding & Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	
First-Line Supervisors of Production & Operating Workers	Helpers - Production Workers
Inspectors, Testers, Sorters, Samplers & Weighers	Packaging and Filling Machine Operators and Tenders
Production Workers	Welders, Cutters and Welder Fitters

Protective Services	
Correctional Officers and Jailers	First Line Supervisors of Police & Detectives
First Line Supervisors of Protective Service Workers	Municipal Firefighters
Police Patrol Officers	Private Detectives and Investigators
Retail Loss Prevention Specialist	Security Guards
Sheriffs and Deputy Sheriffs	Transportation Security Screeners
Transit and Railroad Police	

Sales & Related	
Cashiers	Counter and Rental Clerks
First Line Supervisors of Retail Sales Workers	First-Line Supervisors of Non-Retail Sales Workers
Insurance Sales Agents	Parts Salespersons
Retail Salesperson	Sales Agents, Financial Services
Sales Representatives, Services, All Other	Sales Representatives, Wholesale and Manufacturing

Transportation & Material Moving	
Aviation Inspectors	Bus Drivers, Transit & Intercity
Drivers/Sales Workers	First Line Supervisors of Transportation & Material Moving
Heavy and Tractor-Trailer Truck Drivers	Industrial Truck and Trailer Operators
Light Truck or Delivery Services Drivers	Logistics Managers
Railroad Conductors and Yardmasters	Transportation Managers

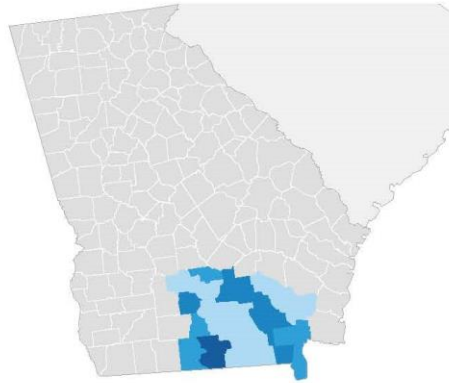


## **Employment Opportunities**

The majority of employment opportunities can be found in five (5) of the eighteen (18) counties. For the period of July 2021 through July 2022 the majority of openings were in the counties of Lowndes (6,102) Ware (1,891), Coffee (1,718), Tift (1,568) and Charlton (713). Table 3 below represents job posting for this time period.

Job Postings Regional Breakdown

Table 3



County	Unique Postings (Jul 2021 - Jul 2022)
Lowndes County, GA	6,102
Ware County, GA	1,891
Coffee County, GA	1,718
Tift County, GA	1,568
Charlton County, GA	713

## **Industry Sectors**

The Southern Georgia LWDA has identified Health Care and Social Assistance as the most in-demand sector for the region. Documentation through Quarter 1 of 2022 supports this path. The top five (5) industry sectors with the highest employment and total demand are:

- Health Care and Social Assistance
- Retail Trade
- Manufacturing
- Accommodations and Food Services
- Transportation and Warehousing

Table 4 – Source Jobs EQ

2-Digit Industry	Empl	Avg Ann Wages	LQ	5yr History	Annual Demand	Forecast Ann Growth
Health Care and Social Assistance	20,066	\$49,334	0.89		2,127	1.0%
Retail Trade	19,454	\$32,713	1.20		2,472	-0.6%
Manufacturing	18,735	\$49,284	1.48		1,924	0.0%
Educational Services	15,645	\$44,506	1.25		1,514	0.3%
Accommodation and Food Services	14,512	\$17,506	1.13		2,736	1.9%
Transportation and Warehousing	11,284	\$45,785	1.44		1,311	0.6%

## Occupations

The most in-demand occupations for the region for the period of August 14, 2021 through August 14, 2022 are listed below. Based upon active job postings for this period the following top five (5) in-demand occupations are:

- Heavy and Tractor-Trailer Truck Drivers
- Registered Nurses
- Retail Salespersons
- First-Line Supervisors of Retail Sales Workers
- Stockers and Order Fillers



## Employers

The top ten (10) employers with the most active job ads for the region for the period of August 14, 2021 through August 14, 2022 are listed below. These job openings support Region 11's focus on Healthcare and Social Assistance.



## **Wages**

The average worker in Southern Georgia Region earned an annual wage of \$41,753 as of Quarter 1 of 2022. Average annual wages per worker increased 7.0% in the region over the preceding four quarters. For comparison purposes, annual average wages were \$66,637 in the nation as of Quarter 1 of 2022. (Source Jobs EQ)

Wage Information from Georgia Labor Market Explorer for the Quarter 4 of 2021 show that the Southern Georgia Region has the second lowest average wages in the state. Wages have increased since the onset of the COVID-19 pandemic; however, they have not kept up with the increases across the State.

### **Employment Wage Statistics Distribution Table**

Table 7 – GA Labor Market Explorer

The table below shows local workforce development areas with the highest average weekly wage in Georgia for Q4 2021.

Rank	Area	Number of Employees	Average Hourly Wage*
1	City of Atlanta Local Workforce Development Area	906,527	\$45.55
2	Fulton County Local Workforce Development Area	906,527	\$45.55
3	Cobb County Local Workforce Development Area	371,380	\$36.35
4	DeKalb County Local Workforce Development Area	300,764	\$34.60
5	Atlanta Regional Local Workforce Development Area	747,631	\$29.65
6	Central Savannah River Local Workforce Development Area	116,437	\$29.28
7	Georgia Mountains Local Workforce Development Area	255,951	\$27.45
8	Coastal Georgia Local Workforce Development Area	290,572	\$26.25
9	Macon-Bibb Local Workforce Development Area	81,926	\$25.68
10	Northeast Georgia Local Workforce Development Area	220,845	\$25.43
11	Lower Chattahoochee Local Workforce Development Area	104,645	\$25.18
12	West Central Georgia Local Workforce Development Area	175,828	\$24.58
13	Middle Georgia Local Workforce Development Area	115,048	\$24.38
14	Northwest Georgia Local Workforce Development Area	276,593	\$24.15
15	Southwest Georgia Local Workforce Development Area	125,251	\$23.95
16	East Central Georgia Local Workforce Development Area	64,071	\$23.30
17	Middle Flint Local Workforce Development Area	29,165	\$22.13
18	Southern Georgia Local Workforce Development Area	143,747	\$21.85
19	Heart of Georgia-Altamaha Local Workforce Development Area	87,605	\$21.33

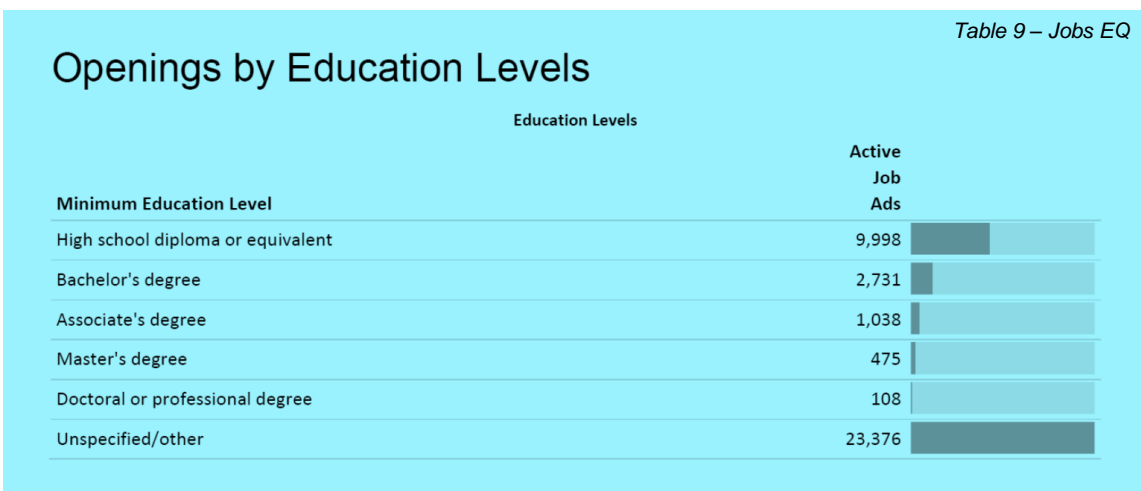
Source: Georgia Dept. of Labor, Workforce Statistics & Economic Research, Quarterly Census of Employment and Wages Program

- b. Knowledge and Skills Needed** - Provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations. meet

For many of the occupations projected to show the greatest growth in the coming years, advanced degrees and specialized training are not required. For example, retail salespersons, First Line Supervisors of Retail Sales Workers, and Stockers and Order Fillers typically require only a brief training period and do not require higher-level qualifications. However, some of the occupations that are expected to experience growth in the region in the near future do require advanced degrees and/or special training, for example: Heavy and Tractor Trailer Truck Drivers, Registered Nurses, and Licensed Practical Nurses.

Region 11's most in-demand industry sector is Health Care and Social Assistance. Many of the occupations that fall within this category require advanced degrees and/or special training. Our Sector Strategy team continues to work with employers to ensure that the demand for these positions are met.

Table 8-11 below show required certifications, education levels, soft-skills and hard-skills for online job postings that were active from August 14, 2021 through August 14, 2022.















## Openings by Soft Skills

Table 10 – Jobs EQ

Soft Skills		Active Job Ads
Skill Name		
Communication (Verbal and written skills)	13,656	
Customer Service	8,425	
Cooperative/Team Player	5,945	
Adaptability/Flexibility/Tolerance of Change and Uncertainty	4,043	
Organization	3,828	
Self-Motivated/Ability to Work Independently/Self Leadership	3,244	
Ability to Work in a Fast Paced Environment	3,191	
Supervision/Management	3,157	
Detail Oriented/Meticulous	3,100	
Problem Solving	2,931	

## Openings by Hard Skills

Table 11 – Jobs EQ

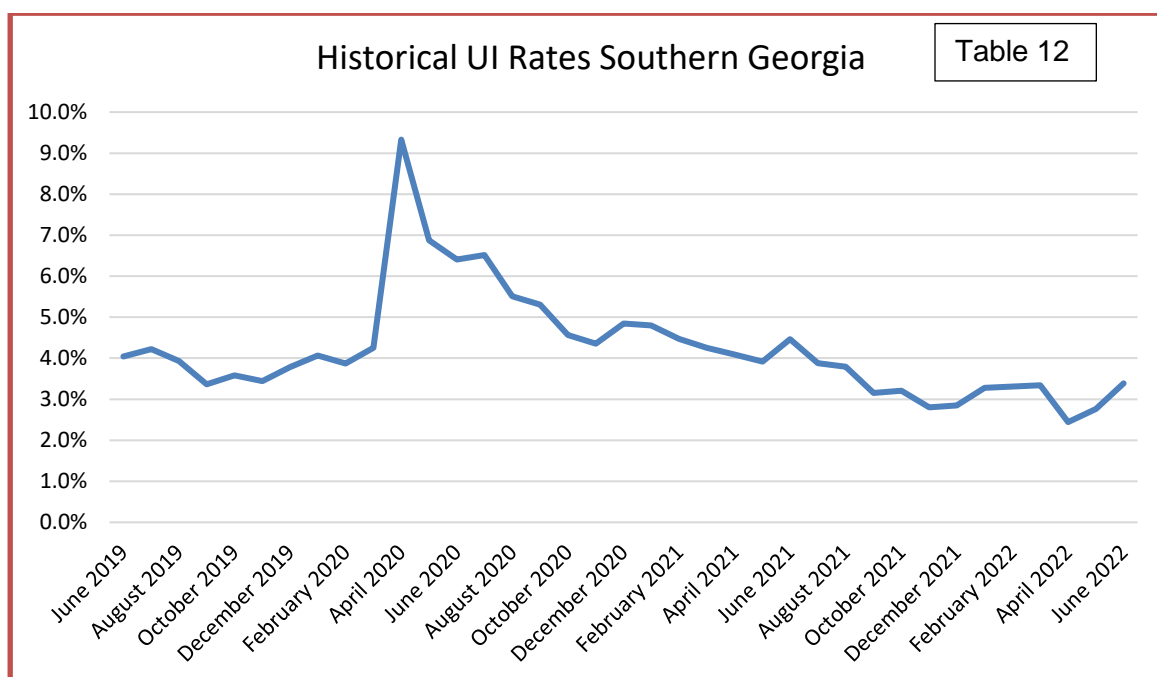
Hard Skills		Active Job Ads
Skill Name		
Ability to Lift 51-100 lbs.	2,203	
Ability to Lift 41-50 lbs.	2,082	
Microsoft Office	1,974	
Microsoft Excel	1,856	
Retail Sales	1,384	
Tractor-Trailer Trucks	1,324	
Cash Handling (Cashier)	1,148	
Sales	1,080	
Ability to Lift 21-30 lbs.	932	
Merchandising	932	

- c. Workforce Analysis** - Provide an analysis of the workforce in the region, including current labor force employment, unemployment data, information on labor market trends and the educational and skill levels of the workforce in the region, including individuals with barriers to employment. List all data sources used to gather this information.

As of June 2022 (most recent date for which data is currently available), the civilian labor force in the Southern Georgia region numbers 179,748, with 173,657 employed and 6,085 unemployed, meaning that the unemployment rate is 3.4% (Source: GA Dept. of Labor, Workforce Statistics & Economic Research, Local Area Unemployment Statistics Unit).

The unemployment rate has declined steadily since it peaked at 11.7% in 2010. The COVID-19 pandemic did affect the labor force and over the period of June 2019 through June 2020 the

unemployment rate rose from 4.0% in June of 2019, peaking at 9.3% in April of 2020 and finally settling back down to pre-covid rates in by May 2021. Table 12 below shows details.



The educational levels of the workforce for the region are outlined in Table 13 below. As of the most recent data available, only 36.6% of the population (ages 25-64) hold a high school diploma or it's equivalent. In looking at post-secondary education we see that 9.7% of the population have an Associate's Degree, 10.8% have a Bachelor's Degree and 6.5% have a Post-Graduate Degree.

Lack of education is one of the major barriers in the Southern Georgia region and the data provided supports this. It is very apparent that workforce development activities that assist with obtaining a HS/GED and some type of post-secondary certificate or credential is essential.

Southern Georgia Area 18 Region 11	
Educational Attainment, Age 25-64	
No High School Diploma	16.3%
High School Graduate	36.6%
Some College, No Degree	20.0%
Associate's Degree	9.7%
Bachelor's Degree	10.8%
Postgraduate Degree	6.5%

Source: [JobsEQ®](#)

1. American Community Survey 2016-2020, unless noted otherwise

2. Median values for certain aggregate regions (such as MSAs) may be estimated as the weighted averages of the median values from the composing counties.

3. Disconnected Youth are 16-19 year olds who are (1) not in school, (2) not high school graduates, and (3) either unemployed or not in the labor force.

4. Census Population Estimate for 2020, annual average growth rate since 2010.

Table 13: Education of the Labor Force

Aside from the low educational attainment (see above), lack of transportation and lack of childcare are other significant barriers for individuals in the Southern Georgia region.

Lack of transportation can be a barrier to employment, as can the distance required to travel to work. According to 2014 Census estimates, 3.6% of workers in the region have no vehicle available for commuting. According to the same source, 5.3% of workers have a commute time of more than 60 minutes each way. While these statistics are for currently employed workers, they can also be interpreted to suggest that barriers exist for those who are not currently working, making finding and maintaining employment much harder.

Lack of childcare can be a major barrier to employment as well. According to 2016 U.S. Census Bureau estimates, 20.7% of families that have children under 6 years old are families with a single parent or no spouse present. 39.4% of all families with children under 18 are single-parent families. (See Table 14 below)

County	Families with children under 18	Families with children under 6	Percent of families with children under 18 that are single-parent families	Percent of families with children under 6 that are single-parent families
Atkinson	923	201	37.3%	17.5%
Bacon	1,118	138	34.4%	15.1%
Ben Hill	1,807	356	46.9%	17.2%
Berrien	1,956	376	27.3%	24.5%
Brantley	1,796	313	26.4%	24.0%
Brooks	1,449	285	36.6%	16.6%
Charlton	1,019	195	30.2%	37.0%
Clinch	680	170	56.3%	37.9%
Coffee	3,923	553	38.3%	11.6%
Cook	1,739	318	34.8%	12.3%
Echols	467	280	44.8%	3.9%
Irwin	777	122	36.6%	14.5%
Lanier	1,276	290	42.6%	26.5%
Lowndes	11,648	3,459	38.3%	31.0%
Pierce	2,185	461	34.6%	17.5%
Tift	4,571	791	45.6%	11.2%
Turner	826	154	57.0%	23.1%
Ware	3,990	850	41.4%	30.5%
<b>Region</b>	<b>42,150</b>	<b>9,312</b>	<b>39.4%</b>	<b>20.7%</b>

Table 14. Household and Families 2016 Fact Finder Source:  
U.S. Census Bureau

- d. **Workforce Development Activities** - Provide an analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths, weaknesses and capacity of such services to address the identified education and skill needs of the workforce, and the employment needs of employers in the region.

#### **Workforce Development Activities**

The 18-county region benefits from having three (3) technical colleges and three (3) universities strategically placed to ensure individuals have access to a variety of in-demand training programs. One of the major partnerships in Region 11 is with the Technical College System of Georgia (TCSG), which is the state's primary mechanism for creating a job-driven education. TCSG in the region includes Coastal Pines Technical College (CPTC), Southern Regional Technical College (SRTC) and Wiregrass Georgia Technical College (WGTC). The technical schools in the region are actively engaged in providing both jobs and workers to fill them. Other partners are the University System of Georgia (USG), including Abraham Baldwin Agricultural College (ABAC), South Georgia State College (SGSC) and Valdosta State University (VSU).

These training institutions have long-term working relationships with the SGWDB. In addition, the Business Services Coordinator engages these entities to identify and develop training programs based on employer input and needs. SGWDB staff and service providers recruit qualified candidates for programs at the schools. Upon successful completion of the training program, those candidates are then given first consideration for employment opportunities.

The SGWDB works closely with the TCSG and USG, as well as for-profit and non-profit education providers. This partnership enables all local workforce development agencies to provide customers with various educational programs that satisfy the USDOL mandate of customer choice.

The public school systems have employers engaged in the development of their course offerings, particularly in the area of occupational specific course offerings. Great Promise Partnership work with “at-risk” youth and currently is in one (1) of our counties and is actively working to establish other programs in the region.

### **Challenges (Weakness)**

The Southern Georgia area covers eighteen (18) counties. The area is largely rural and public transportation is non-existent. Many participants in our rural counties are unable to travel to comprehensive one-stop centers. Transportation supportive services are available; however, the amount may not cover enough to pay for the costs associated with owning or borrowing a vehicle and ride share options are very limited in our area making them cost prohibitive.

Internet capabilities are an issue in our mostly rural area. The access to online resources has been a challenge for a lot of students. The ownership or access to up to date computers with the required capabilities to take online classes as well as proctored tests has been a challenge since moving to an online only curriculum. These two barriers cause a delay in students completing classes and providing employers with qualified candidates.

The region has a high drop-out rate. Re-engaging this population is very difficult. The region has programs in place to assist Adults as well as Out-of-School Youth who are interested in obtaining their GED. Even with these programs, the percentage of the population without a secondary school diploma is very high. Many employers in the region require a high-school diploma or GED which makes this population very difficult to assist with job placement.

Lack of childcare can be a major barrier to employment. The region does have supportive services available for child care; however, the amount available does not cover the full cost of child care.

### **Capability**

The Southern Georgia region will continue to expand coordination and service integration with local employers, core partners and other entities that provide needed services in an on-going effort to increase the capacity of our services to meet the needs of both employers and customers.

- e. Strategic Vision and Goals** - Provide a description of the local board’s strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures based on primary indicators of performance in order to support regional economic growth and economic self- sufficiency.

The Southern Georgia Area WDB envisions the local one-stop/workforce development system as the mechanism to promote, encourage, and coordinate the development of a well-trained labor force with skills to not only meet the needs of the area’s current employers, but also to attract new business and industry to the area.



To meet the challenge of bringing the vision to fruition in an 18-county, 8,000 square mile area which includes some metropolitan and mostly rural counties, the area set the following goals:

- Ensure prompt reentry of dislocated workers into the local workforce at salaries comparable to or exceeding the pre-layoff wages;
- Expand the vision and develop the full potential of those whose frame of reference may ordinarily include only menial and/or part-time jobs – specifically those with barriers to employment (i.e., economically disadvantaged youth, the long-term unemployed, seasonal workers, TANF recipients, the disabled, the area’s growing Hispanic population, etc.);
- Work closely with business and industry to ensure that the system is not only producing workers to meet its immediate needs, but adjusting in anticipation of future needs and technological changes;
- Work closely with core partner and other agencies to move individuals from the labor market to further education and training in order to advance in their careers and upgrade their contributions to the workplace;
- Work closely with core partners and other agencies serving youth to reconnect youth to career pathways of education and training to enable them to earn a high school diploma and/or enter postsecondary education;
- Provide support services to adults, youth and dislocated workers during the pursuit of education and training so that they may be successful.

The region seeks to provide abovementioned services by implementing programs designed to measure incremental gain during training, and therefore increase credential attainment. Incorporation of career pathways and work based learning activities will increase employment and retention for all WIOA customers.

The local workforce area has a history of meeting and exceeding the performance accountability measures under both the Workforce Investment Act (WIA) and the Workforce Innovation and Opportunity Act (WIOA). These measures are clearly specified in all contracts with agencies that make up the Southern Georgia service delivery system. The local area is able to achieve these performance measures due to the intensive case management and follow-up services provided by our contracted service providers. The local area believes that a continued focus on these strategies will allow performance levels to stay at or above the agreed upon performance measures.

**f. Strategy to Coordinate** - Taking into account the analyses described in sections “2. a-e” (above), provide a strategy to coordinate core programs to align resources available to the local area to achieve the strategic vision and goals.

The region will meet with and consult with all core partners, board members, local employers and other regional stakeholders on a regular and as-needed basis in order to ensure all issues are addressed in a timely manner and to ensure continuous improvement and accessibility. These meetings will be held at least quarterly and on an as-needed basis. The Business Services Coordinator will also work to implement needed training programs with employers.

3. **Description of Strategies and Services** – Provide a description of the strategies and services that will be used in the local area in order to accomplish the items listed below.

a. **Employer Engagement** - How will the area engage employers in workforce development programs, including small employers and employers in in-demand industry sectors and occupations?

The local area works with the regions Chambers of Commerce, Main Street, and Economic Development executives to receive input as to areas of demand sectors and occupations, as well as input into job readiness training, transportation and childcare issues, and recurring job openings. The private sector representatives on the WDB provide input on employment needs both in their communities as well as their sector. The local area also works with representatives from the technical colleges from the credit instructional divisions, the economic development divisions and the adult education divisions in the area incorporating input from the employer advisory committees for the various programs of study offered at the colleges, into the development of programs and curricula.

The local area participates in a number of community meetings throughout the region to share information on workforce programs and activities. This participation also keeps staff informed of the other community resources available. Staff routinely communicate with employers, specifically Human Resource Managers, concerning tax credit and incentives, updates on opportunities, and resources available to them. Local events and job fairs are used to inform employers of training opportunities available as well as recent graduates.

Employer services will continue to be provided in, or through, the designated One-Stops and include pre-screening of potential employees, interview rooms for employers, testing, specialized recruitment (for unique hiring situations), assistance with filing unemployment insurance claims (on-site upon request), and job fairs. On-the-Job Training Programs will be offered throughout the region.

b. **Local Workforce Development/Business Services** - How will the area support a local workforce development system that meets the needs of businesses in the local area? Discuss the area's workforce services to businesses and how business and organized labor representatives on the Local Workforce Development Board (LWDB) contributed to the development of these strategies. Provide a listing of business services available through the area(s) such as employer workshops and assessment and screening of potential employees.

**Needs of Business**

The Business Services Coordinator (BSC) stays in constant contact with the area Chambers of Commerce, Main Street, and Economic Development representatives concerning workforce development needs. The BSC also works with local partners to share information and serves on community boards to stay current on the local workforce needs. The members of the LWDB, the BSC, our service providers, and faculty from USG and TCSG are active members of community boards, area partner committees, and regional boards which contributes to the development of the regions strategies to assist employers.

The BSC is also involved in a tri-state alliance (Alabama, Florida and Georgia) that includes 9 LWDB's. This group coordinates employer efforts for cross-regional employee recruitment for employers who are expanding. The group also shared ideas and resources to increase the pathway development for the K12 system, post-secondary student, as well as parent engagement.

The business and labor organization WDB members are consulted on a regular basis to ensure these services are always updated and relevant.

Business services available to area employers include:

- On-the-Job Training
- Employer Recruitment
- Job Analysis/Job Description Assistance
- Testing Facilities
- Pre-screening
- Work Experience for Youth and Older Workers
- Quick Start
- Lay-off Assistance
- UI Filing Assistance
- Tax Credit and Incentives
- Federal Bonding Program
- Labor Market Information
- Labor Laws Information and Referral
- Disabled Accessibility Assessments
- Disability Job Accommodation Consultations

**c. Coordination and Economic Development** - How will the area better coordinate workforce development programs and economic development? Additionally, identify economic development partners and describe the involvement of the economic development community in developing strategies. How will the area strengthen linkages between the one-stop delivery system and unemployment insurance programs?

The WIOA partners coordinate with economic development organizations, including local industrial authorities, chambers of commerce, private sector WDB members, organized labor, and Georgia Department of Economic Development (all also represented on the WDB), as well as the local DOL Career Centers. The LWDB will better coordinate our efforts by extending an invitation to all area ED representatives to our quarterly meetings to keep them up to date on our workforce efforts.

Local area staff are involved as members of career academy advisory boards, members of technical college advisory committees and other related groups. Staff will continue to reach out economic development partners to ensure coordination of programs.

The local area has chamber executives as well as development authority executives who serve on the WDB. Through these connections, members of economic development organizations provide input into the types of training needed and what that training needs to include as well as when hiring cycles will occur for both newly recruited businesses as well as existing business.

The Business Services Coordinator for the region has strong ties to the leaders of economic development in our region. She works very closely the Georgia Department of Labor Regional Coordinator for Business Services. These two individuals work together and keep each other informed of the economic activities in the area. The BSC also works closely with VSU's Center for South Georgia Regional Impact to stay aligned with the business needs.

4. **Regional Service Delivery** – (Only applies to regions that encompass two or more local areas)

Describe how the region will address the items listed below.

**Not applicable.**

- a. Describe the plans for the establishment of regional service delivery strategies, including the use of cooperative service delivery agreements.
- b. Describe the plans for coordination of administrative cost arrangements including the pooling of funds for administrative costs. (if applicable)
- c. Describe plans for coordination of eligibility documentation and participant outreach.
- d. Describe plans for coordination of work-based-learning contracts such as OJT, IWT, CT, and Apprenticeship.

5. **Sector Strategy Development** – Provide a description of the current regional sector strategy development for in-demand industry sectors.

The Southern Georgia WDB and partners selected Health Care as the demand industry sector for the region. This sector has the most job openings, best wages, and greatest local employer need for skilled workers. Amy Jones, SGRC staff member, heads the Sector Strategy project. Amy has created the South Georgia Healthcare Group (SGHG) that helps guide the region's sector strategy implementation. Committee membership includes WDB members (both public and private sector), core partners and non-WDB members with relevant expertise.

a. **Partners** - Describe the partners that are participating in the sector strategy development.

The partners that participate in the sector strategy development for the Southern Georgia area include:

- Southern Georgia Area 18 Workforce Development Board
- Georgia Department of Labor
- Georgia Vocational Rehabilitation Agency
- Georgia Department of Community Affairs
- Georgia Department of Early Care and Learning
- Rural Learning Network
- Enay Coaching
- Great Promise Partnership
- HomeTown Health
- Southwest Georgia Area Health Education Center
- Department of Human Services
- Adult Literacy (Area technical colleges)
- McKinney Medical Center (Industry leader)
- Valdosta State University
- South Georgia State College
- Abraham Baldwin Agriculture College
- Southern Regional Technical College



- Wiregrass Georgia Technical College
- Coastal Pines Technical College
- Coffee Regional Medical Center
- Memorial Satilla Health
- Bacon County Hospital
- South Georgia Medical Center
- Clinch Memorial Hospital
- Tift Regional Medical Center
- South Central Primary Care
- Dorminy Medical Center
- Altamaha HomeCare
- Archbold
- Baptist Village
- Fellowship Family HomeCare
- Hospice Care Options
- Irwin County Hospital
- Life Care Center
- Pruitt Health
- Rehabilitation Center of South Georgia
- Rescare
- The Jessamine Place
- Development Authorities
- Chamber of Commerce
- K-12 Education
- Center for South Georgia Regional Impact
- Georgia Military College
- Philadelphia College of Medicine-South Georgia
- Family Connections
- Waycross Housing Authority
- Telamon

**b. Meetings** - Describe the meetings that have taken place and the strategy by which partners will continued to be engaged.

The initial sector strategy meeting was held March 24-25, 2016 at the state sponsored training session held at Little Ocmulgee State Park. Since that time, we have enlisted the assistance of Carl Vinson Institute of Government and the following Phases for meetings have been set and some have taken place.

Phase I Pre-Planning – 07/19/2018. Project kickoff meeting. Steering Committee established.

Phase II Needs Assessment – 08/22/2018. Group worked through the needs assessment phase.

Phase III Priority & Strategic Development – 09/04/2018. Strategized through the process of strengths and weaknesses to develop plan. Discussed next steps and strategies for implementation.

Phase III Implementation – 11/13/2018. Group focused on putting the top priorities in motion within the smaller working groups.

02/29/2019 – Regrouped after smaller working groups met in January 2019 to discuss priorities, goals and timelines.

Progress Assessment - 04/16/2019. Assessed priorities (P1-P3) achieved.

- P1) The group's goal is to build a regional advertising campaign to solidify the partnership within healthcare.
- P2) The group discussed connecting resources within K-12 of programs already in place to promote healthcare careers.
- P3) The group inventoried programs available within the region at each post-secondary site. This also included inventorying enrollment numbers and allowed the group to see what programs they are heavy in and what programs are missing in Region 11.

WorkSource Georgia Conference @ Lake Lanier - 06/12-14/19 Lake Lanier. Fifteen (15) sector members attended.

Meetings on 08/29/19, 10/03/19, 10/28/19. The group decided as a whole to hold a regional Summit. The audience was healthcare employers, K-12 Superintendents, Principals, Career Technical and Agriculture Education (CTAE) Directors, Counselors, Work Based Learning (WBL) Coordinators, and allied health instructors. These three meetings discussed the details and logistics of holding the event as well as numerous phone calls and emails.

Region 11 Healthcare Partnership Summit – 11/05/2019. During this free, four-hour event, 100 area employers, education and community partners came together to share ideas, gain insight and collaborate on the needs of our current and future workforce.

The day started with a welcome from Workforce Director, Roberta Lovett, as she shared how we started this project as HDCI in 2016. We then had the honor of hearing from Programs and Business Services Director, Jamie Jordan. With his insight, the audience was able to understand from a state-level perspective the goals of the Sector Strategy initiative. Hearing from Jamie was a perfect segway into our next speaker, Eli Metts. Eli Metts is one of our “success stories”. Eli shared how WIOA and Wiregrass Georgia Technical College assisted him in obtaining his nursing degree. Eli stated that he chose nursing because of the stability of the healthcare field. You can see his whole story on Great Georgia Jobs and see his career rise as he's climbed the ranks during his short tenure at South Georgia Medical Center in Valdosta. During the Summit, guests had the opportunity to hear about the current job openings and what our regional employers are looking for in an ideal candidate from four local hospitals'. During the question and answer session, we soon realized that portions of the day could have gone on much longer due to the dialogue being shared and the many questions being asked from the audience.

During lunch we heard from local partnerships that are already in place and working in our region. That included hospital and high school programs; long-term care facilities and high school programs and hospital and college and career academy programs.

We followed lunch with breakout/round table guided discussions.

We reconvened and closed out the summit with presentations from the Area Health Education Center (AHEC) and the Philadelphia College of Osteopathic Medicine (PCOM) of South Georgia.

The survey results and feedback from attendees were all positive and we deemed our summit a huge success. Most attendees expressed an interest in making this an annual event.

Recap Meeting - 01/07/20: This was a recap meeting to go over raw data from the Summit.

Ideas were shared for initiatives moving forward with a March 2020 meeting planned. That meeting was subsequently canceled due to COVID-19.

Due to the COVID pandemic, there would only be one in-person meeting (July 2021) we held until February 2022. During this time, the group quickly moved to working and meeting virtually holding three (3) meetings in 2020 and seven (7) meetings in 2021 with the bulk of the work happening internally to continue moving this work forward. The group planned and completed the following events, filming, and webinars.

### **2nd Annual South Georgia Healthcare Summit**

The second annual South Georgia Healthcare Summit was held on February 23, 2022. There were 175 registrants (140 in attendance). This free 4-hour event was held as a joint venture between WSG and WorkSource Southwest Georgia. The audience included local employers, K12 educators, community partners, and post-secondary educators. The agenda (Table 15) shows the various forums for knowledge and engagement.

Both of these events have established a forum to connect the regions healthcare employers, K-12 education partners, post-secondary education partners and other key stakeholders. It opens the lines of communication and helps to build the pathways to meet the needs of the healthcare industry in rural South Georgia.



## SUMMIT AGENDA

**Wednesday, Feb. 23, 2022**  
**UGA Conference Center**  
 15 RDC Road  
**Tifton, GA**

# South Georgia Healthcare Summit

## Connecting Education with Careers

Time		Room
9:00 AM	<b>Registration Opens</b>	Lobby - Rear of Conference Center
10:00 AM -	<ul style="list-style-type: none"> <li>• <b>Welcome &amp; Introduction</b>—<u>Roberta Lovett</u>, Workforce Director, WorkSource Southern</li> </ul>	Small Auditorium
11:15 AM	<ul style="list-style-type: none"> <li>• <b>Sector Partnership Overview</b> - <u>Brandon Ona</u>, Business Services Director, Office of Workforce Development, Technical College System of Georgia</li> <li>• <b>Summit Focus &amp; Speaker Introduction</b>—<u>Amy Jones &amp; Jerry Chapman</u>, Sector Partnership leads, WorkSource Southern &amp; Southwest Georgia</li> <li>• <b>Employer Panel</b>—<u>Denise Kornegay</u>, Speaker/Moderator, AHEC Network Director, Healthcare Workforce Opening               <ul style="list-style-type: none"> <li>• <u>Karen Williams</u> - HR Director, Memorial Hospital and Manor, Bainbridge</li> <li>• <u>Robin Rau</u> - CEO, Miller County Hospital Authority, Colquitt</li> <li>• <u>Paige Wynn</u> - CEO, Dorminy Medical Center, Fitzgerald</li> <li>• <u>Angela Ammons</u> - CEO, Clinch Memorial Hospital, Homerville</li> </ul> </li> </ul> <p><i>Q&amp;A Session</i></p>	
11:15 AM - 11:25 AM	<b>Break</b>	Lobby
11:25 AM -	<b>Employee Panel - Local Talent Highlight - Q&amp;A Session</b>	Small Auditorium
12:10 PM	<ul style="list-style-type: none"> <li>• <u>Jill Dowers McIntyre</u>- Diversity, Inclusion, and Wellness Director, Southwell/ Tift Regional Medical Center, Tifton</li> <li>• <u>Wendy Shiver</u> - Chief Nursing Officer, Dorminy Medical Center, Fitzgerald</li> <li>• <u>Will Riggins</u> - ER Clinic Technician, Phoebe Putney Hospital, Albany</li> <li>• <u>Lisa Stephens</u> - Dean of AA for Business &amp; Healthcare Technology, Albany Technical College</li> </ul>	
12:10 PM - 1:15 PM	<b>Round table Discussions &amp; Lunch in Breakout Rooms- Receive box lunch in each breakout room</b>	Break Out Rooms #10, #1, #6/7, #4/5
1:15 PM - 1:25 PM	<b>Break</b>	
1:25 PM	<b>Return to Auditorium for Innovation Highlights</b>	
1:25 PM - 2:00 PM	<ul style="list-style-type: none"> <li>• <b>Speaker</b>—<u>Lisa Carhuff</u>, Hometown Health</li> <li>• <b>Speaker</b>—<u>Tracy Suber</u>, Phoebe Putney Health System</li> <li>• <b>Speaker</b>—<u>Laura Calhoun</u>, SOWEGA AHEC</li> <li>• <b>Speaker</b>—<u>Daphne Jackson</u>, Great Promise Partnership</li> </ul>	Small Auditorium
	<b>Thank you and Close</b> - <u>Melody Pierce</u> , Workforce Director, WorkSource Southwest Georgia	

### Healthcare Webinar Series

The South Georgia Healthcare Group (SGHG) created a webinar series that targets K-12 students. The goal of the webinar series was to provide information and access to students who would soon be entering the workforce. The webinars featured Healthcare Human Resource professionals from the area's hospitals. The videos are approximately 30 minutes in length and were held as live events which allowed for questions from students in real time.

The series includes the following:

- Resume, Cover Letter and Application
- The Interview Process
- DEI, Safety and Privacy

These videos are available to all of our partners via the WSG YouTube channel. This series currently has over 615 views.

### Industry and Partner Video Series

Utilizing Round 3 funding, the LWDA purchased a camera bundle and software that would allow for filming and editing videos of employers and other sector partners. Our first video produced in house highlighted Dorminy Medical Center's Rehab facility. The LWDA and the partnership wanted to communicate to secondary and post-secondary education students that they do not have to leave our area to obtain careers in the healthcare field.

Our second video produced in house highlights the P3 Program that is offered in Pierce County. Through an interview with Sarah Gove, Pierce County Chamber of Commerce Executive Director, information was shared about their P3 Program. This program is a collaboration between the Pierce County Chamber of Commerce, Pierce County High School, Economic Development and local employers. The goal is to connect high school students with local employers, making them aware of all the opportunities available in their community across all sectors. The program also connects students to post-secondary education through Coastal Pines Technical College.

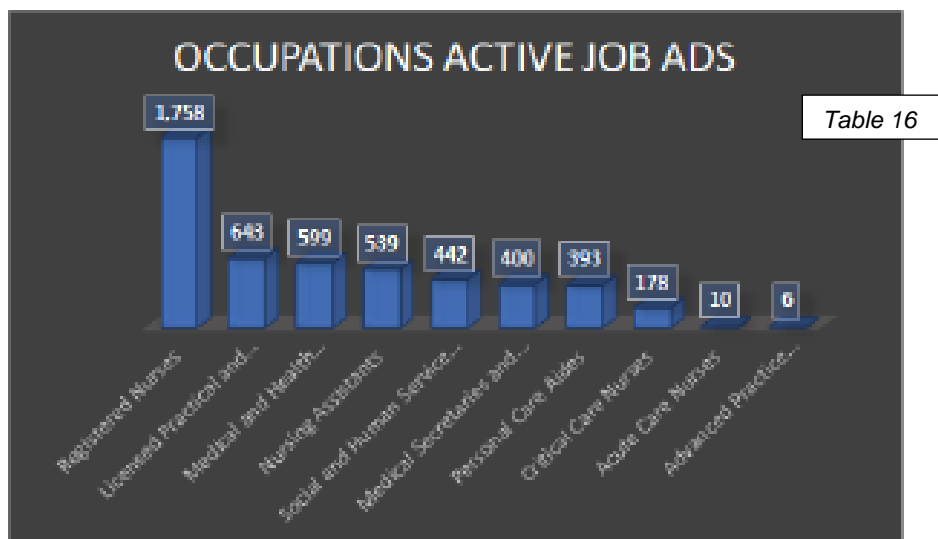
All WSG videos can be viewed at:

<https://www.youtube.com/channel/UCfQuq8LPkFuFVmR5rZq2FUw/featured>

For 2022 there have been six (6) meetings to plan the 3<sup>rd</sup> Annual Healthcare Summit and goals for the 2022-2023 program year. These include additional webinars with Post-Secondary Health Instructors and Healthcare Employees. Additional filming has been done highlighting the careers available in the region and the services and resources available to the citizens of the area. All videos are on the WSG YouTube channel with 11 videos to date.

- c. **Research and Data** - Describe the research and the data that was used to identify the sector that was chosen for the sectors strategies training.

The local region employed partner input, labor market data, and local experiential data to determine the health field was the best sector to concentrate on in PY2016. Health occupations have long been in demand in this area and provide both multiple job opportunities and excellent wages.



Source: JobsEQ. Data reflects online job postings that were active from 05/05/21 to 05/01/2022.

**d. Outline - Provide a completed outline of the sector strategy for the previously identified sector that includes the following details:**

- i. Participating employers include local hospitals, medical clinics, nursing homes, home health agencies, pharmacies, healthcare supplies outlets. Reference 5a for the complete list
- ii. Target occupations include nursing, medical technology, radiology, emergency medicine, pharmacy technicians, emergency medical technician, phlebotomy, and dental hygiene.
- iii. Training programs include registered nurse, practical nurse, radiologist, pharmacy tech, surgical tech, HIT management technology, medical assisting, paramedicine, and dental hygienist.
- iv. Target populations include all local WIOA eligible adult, youth and dislocated workers seeking training in the health field. Applicants who successfully meet school requirements for the specific training and who are otherwise WIOA eligible and in need of WIOA services will be targeted.

**di. Plans for Future Strategy Development – Describe the plans for future strategy development for future sectors. If applicable, discuss the next sectors to be targeted.**

The local area will continue to concentrate on the Health Care for the foreseeable future. As this sector becomes completely developed we will add other sectors. These sectors will be based on WDB input and approval, Sector Strategy Committee input, and labor market and local experiential data sources. Implementation will occur per future funding availability.

August 2022: Data is being gathered to understand the current landscape in workforce for our region. We will use this information from business and community partners to determine the direction of the Sector Strategies.

**6. Description of the One-Stop Delivery System – Provide a description of the one-stop delivery system in the local area that includes the items detailed below.**

The Southern Georgia Area WDB envisions the local one-stop/workforce development system as the mechanism to promote, encourage, and coordinate the development of a well-trained labor force with skills to not only meet the needs of the area's current employers, but also to attract new business and industry to the area.

**a. Improvement of Providers - Provide a description of how the local board will ensure the continuous improvement of eligible providers of services through the system and ensure that such providers meet the employment needs of local employers, workers and jobseekers.**

The local board takes a very active role in the continuous improvement of eligible providers of services. Prior to the LWDB reviewing a potential provider's application, staff of WorkSource Southern Georgia does an in depth review of the application which includes:

- Verification of Performance Data.
- Comparing prices with other providers of the same service/program.
- Ensuring that the program(s) are in demand for the region.



Once these activities have taken place then the application as well as a summary from the staff is presented to the LWDB at the next meeting. If after review the LWDB approves the provider's application it is sent to TCSG, OWD for placement on the ETPL.

Performance reviews are provided to the LWDB at each meeting. A training provider may be held liable if the LWDB can substantiate the training delivered was:

- (a) Inadequate based on the course description; OR
- (b) Costs exceed budget provided; OR
- (c) Not meeting performance outcomes; OR
- (d) Not providing training in demand occupations.

The remedies include additional training provided to customers, a refund to the fiscal agent of amount paid, or debarment from the ETPL. Aggrieved providers will have access to local and state appeal processes in such instances. The Southern Georgia Regional Commission Eligible Training Providers/ Programs (ETPL) Policy and Procedure is attached (Attachment #8).

- b. Access to Services** - Provide a description of how the local board will facilitate access to services provided through the one- stop delivery system, including in remote areas, through the use of technology and through other means.

Local media, the internet, word of mouth (most towns in the area are small) and referrals from partner agencies are the main recruitment methods. Services are available at the One-Stop system for all populations, including veterans, migrant and seasonal farm workers, individuals with disabilities, older workers, public assistance recipients, offenders and customers with limited English proficiency. Staff of Legacy Link, who provide employment services to older workers, is also co-located (electronically) at the One-Stop Center. Staff of the local Area Agency on Aging (AAA) refers individuals to providers of WIOA services.

- c. WIOA 188 Compliance** - Provide a description of how entities within the one stop delivery system, including one-stop operators and the one-stop partners, will comply with WIOA § 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities. This should include the provision of staff training and support and addressing the needs of individuals with disabilities.

One Stop Operator(s), Partners, and Service Providers are located/co-located at one of the Georgia Department of Labor sites or one of the Technical College System of Georgia sites in our area. LWDA #18 maintains a Memorandum of Understanding for each One-Stop location which outlines how compliance with WIOA Section 188 will be maintained.

All one-stop operators and service deliverers are required to comply with WIOA § 188. WIOA 188 compliance is required and certified in all procurement cycles, included in all provider contracts, and WIOA § 188 compliance is required and monitored on at least an annual basis by the local area.

Per federal law, the LWDA has appointed a local Equal Opportunity Officer who is responsible for ensuring local WIOA Section 188 compliance. Local Equal Opportunity Officers are responsible for informing senior staff of applicable federal regulations and ensuring all programs and activities are implemented in compliance. Additionally, the local Equal Opportunity Officer

collects and resolves local grievances and complaints as needed. The Local Equal Opportunity Officers actively trains with the State's Title I-B Equal Opportunity Officer and USDOL's Civil Rights Center to remain current on regulatory updates and guidance. They are then responsible for circulating new information locally and ensuring it is properly implemented. The local area has also developed a regular monitoring system of on-site visits of One-Stops, use of the MOU's to outline requirements of the One-Stops and ensure adherence to all local, State and Federal policies. In addition, the Southern Georgia Regional Commission has a Monitor who regularly visits and monitors One-Stops to ensure all requirements are met.

All Georgia Department of Labor One Stop and Affiliate sites have rigorous yearly on-site monitoring performed (from the State) to ensure ADA and accessibility compliance. In addition, the local area monitors One-Stops and Affiliate DOL sites for compliance. Any deficiencies are immediately noted and a required action is requested.

TCSG affiliate sites have ADA coordinators who assist students and ensure that all sites remain in compliance with ADA standards. TCSG affiliate sites have teams that complete an annual facilities assessment to ensure that each campus and facility are ADA compliant. If a need is identified by a team or student, the team works to resolve the need immediately. In addition, the local area monitors these sites for compliance. Any deficiencies are immediately noted and a required action is requested. Each campus also has a special population's office that offered services to students with disabilities.

Training for partners, service providers and staff is offered at least annually. During the quarterly One- Stop meetings staff of the Georgia Vocational Rehabilitation Agency speak and go over requirements and best practices.

**d. Roles and Contributions of Partners** - Provide a comprehensive description of the roles and resource contributions of the one-stop partners.

The current one-stop system operates via a Memorandum of Understanding (MOU) and an Infrastructure Funding Agreement (IFA) signed by all partners. The MOU and IFA list all partners, their roles and responsibilities and their resource contributions (*see Attachment #5*). Please note that included in *Attachment #5* is Area 18's One-Stop Certification/Monitoring Procedures.

**e. One-Stop Operator Procurement** - Identify the current One-Stop Operator in the local area(s) and describe how the region/local area is preparing for the competitive process for operator selection. Describe how market research, requests for information and conducting a cost and price analysis are being conducted as part of that preparation.

The current operator, selected through a competitive bid process, is Georgia Department of Labor. The physical operator is the Georgia Department of Labor. Valdosta Career Center. This location is large and updated, has several meeting rooms of varying sizes, sufficient parking, and has all core partners co-located. A four year RFP for selection of a one-stop operator was issued in April 2020 with selection in May 2020. A review of the contract expenses was conducted to complete a cost and price analysis. This will be for the July 1, 2020-June 30, 2024 period pending consideration for annual renewal.

**7. Awarding Sub-grants and Contracts** – Provide a description of the competitive process to be used to award the sub-grants and contracts in the local area for activities carried out under Title I.

Competitive procurement is the preferred method for purchasing goods and services. The request for proposal (RFP) is most commonly utilized to procure training activities. Southern Georgia Area 18 Procurement Procedures are included as *Attachment #6*.

8. **EEO and Grievance Procedures** – Provide a description of local procedures and staffing to address grievances and complaint resolution.

The Southern Georgia Regional Commission WIOA Complaint & Grievance Policy & Procedure is attached (*Attachment #10*).

## Local Boards and Plan Development

1. **Local Boards** - Provide a description of the local board that includes the components listed below.

*See Attachment 1: Local Workforce Development Board Member Listing*

- a. **Identification and Appointment of Local Board Members** - Describe how local board members are identified and appointed. Include a description of how the nomination process occurs for adult education and labor representatives. (§ 679.320(g))

Local board membership is identified/solicited as follows:

- Business representative are appointed among individuals who are nominated by local business organizations and business trade associations;
- Labor representatives are appointed from among individuals who are nominated by local labor federations (or, for a local area in which no employees are represented by such organizations, other representatives of employees); and
- Adult Education representatives are appointed/selected from nominations/input from local technical colleges providing adult education.

The slate of board nominees is presented to the Local Chief Elected Official (LCEO) for consideration. Individuals approved by the LCEO are appointed to the board.

- b. **Orientation Process** - Describe the area's new member orientation process for board members.

New member orientation happens in one-on-one sessions or in group orientation sessions. New board members are provided an orientation binder which includes information on board responsibilities, voting requirements, membership roster, etc. in addition to general WIOA information.

- c. **Coordination with Regional Economic Development Activities** - Describe how the local board will coordinate local workforce development activities with regional economic development activities being carried out within the planning region.

The SGWDB works closely with and solicits input from economic development entities on a regular basis. Economic development entities are represented on the board and on board committees. Services include working as part of area teams in industrial recruitment, providing information on workforce development resources in a written format and directly to business prospects.

- d. **Engagement of Board Members** - Describe how local board members are kept engaged and informed.

Board members receive regular updates on the workforce system's activities. Member input and engagement is solicited at board meetings (at least quarterly), through board committee membership activities, and whenever appropriate on an as-needed basis.

Members also receive quarterly monitoring reports and are invited to attend local WIOA provider functions (participant in graduation ceremonies, etc.).

**2. Local Board Committees** – Provide a description of board committees and their functions.

The Southern Georgia Workforce Development Board (WDB) has three (3) standing committees.

Executive Committee

The Executive Committee membership includes the Chair, Vice Chair, Parliamentarian, and the immediate past chair (if available). The board will elect, by majority vote, the other five (or four, if immediate past chair is not available to serve) members of this committee. The Executive Committee may act on behalf of the full Board when a quorum is not present at a meeting and/or a decision is needed quickly and time does not permit a meeting of the entire WDB membership. A simple majority of the current members of the Executive Committee constitutes a quorum.

Budget Proposal and Review Committee

The Budget Proposal and Review Committee (BPRC) is composed of eight (8) members. The Chair and Vice Chair serve on this committee. The other six (6) members shall be appointed by the Chair and will serve for a term of one year. The Vice Chair of the WDB will serve as the Chair of the BPRC. This committee will review the budget and proposals submitted for funding and make recommendations to the full Board. A simple majority of the current members of the committee constitutes a quorum.

Youth Committee

The Youth Committee is composed of eight (8) members. The WDB Chair appoints members, who serve for a term of one year. The Youth Committee reviews youth programming, budgets, and proposals submitted for funding and makes recommendations to the full Board. A simple majority of the current members of the committee constitutes a quorum.

- a. If committees have not been utilized, provide a description of why.

**3. Plan Development** – Provide a description of the process by which the plan was developed to include the participation of core partners, providers, board members, and other community entities. Also describe the process by which the local board provided a 30 day public comment period prior to the submission of the plan to solicit input into the development of the plan, including comment by representatives of businesses, representatives of labor organizations, and representatives of education.

The plan is a continually evolving, living document that changes as the system proceeds in its development. The WDB, core partners, providers and other stakeholders were involved in the development of the plan through meetings and consultations. Labor market data and information from core partners (who are also included in this plan) and board members was gathered to help inform the plan.

Copies of the plan, and subsequent updates are available through the Southern Georgia Regional Commission's website [www.sgrc.us](http://www.sgrc.us). The plan is also sent to regional stakeholders, including business and labor representatives, and education representatives. Public comments on the plan are solicited for at least 30 days.

## Service and Delivery Training

- 1. Expanding Service to Eligible Individuals** – Provide a description of how the local board, working with the entities carrying out core programs, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Include how the local board will facilitate the development of career pathways and co-enrollment in core programs, as appropriate; and how it will improve access to activities leading to a recognized postsecondary, academic, or industry-recognized credential.

The local area has a long standing relationship with workforce entities in each county including Chambers of Commerce/Economic Development/Local Workforce Development Organizations, K-12 School Systems, DOL, GVRA, TCSG's and local industries. Our One-Stop Coordinator, who is funded through WIOA, holds quarterly and as-needed meetings with all core partners to ensure all services can be easily accessed and are available to the region's eligible population.

A viable, easy to access referral system has been implemented at all of the one-stop sites in the region and all core partner staff have been trained. Agency cross-referrals and staff cross-training is utilized to facilitate access to program activities which will enhance the development of career pathways and, if appropriate, encourage co-enrollment in other programs, specifically training that will lead to a credential and/or employment. These steps enhance the employment and employment retention of the area's eligible population.

- 2. Description of Services to Adults and Dislocated Workers** – Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area.

The Southern Georgia LWDA works in a coordinated effort with key partners to provide career services to all adults and dislocated workers. The WDB and our partners share a common goal of providing the most effective service delivery possible to the area's adult and dislocated worker population.

Adult and Dislocated Worker services are provided in, or through, our Comprehensive and Affiliate sites across the region. The Southern Georgia region currently has one (1) Comprehensive site located at the Georgia Department of Labor in Valdosta, GA. In addition to the Comprehensive site there are seven (7) affiliate sites across the region.

Services include, but are not limited to, the following: job search and job placement assistance, testing, filing of UI claims, Rapid Response activities, WIOA funded Individualized Training Accounts, service coordination, career guidance and counseling, referrals to partner agencies, various workshops (i.e., resume training, financial planning, and others), federal bonding, and Work Opportunity Tax Credits.

Under WIOA, there are no longer a sequence of services; a participant may receive services in any order that is deemed appropriate and Core and Intensive services have been combined into "Career Services".

The following services are available to Adults and Dislocated Workers:

- Basic Career Services
- Individualized Career Services
- Follow-Up Services
- Training Services
  - Occupational Training – Individual Training Accounts
  - Adult Education/Literacy Services
  - On-the-Job Training
  - Customized Training



- Incumbent Worker Training
- Work Experience
- Supportive Services

Please see *Attachment 12: Service Definitions* for expanded details for each service.

These services are provided by the one-stop system through the MOUs developed between partners and contracts or agreements with service providers procured through and approved by the local WDB.

A list of approved eligible training providers (EPL) is made available through the one-stop centers and via the Internet to individuals seeking training information. The EPL includes eligible program descriptions and information identifying training providers. Training services shall be provided in a manner that maximizes customer choice in the selection of an eligible provider of such services.

The Southern Georgia region will continue to expand coordination and service integration with local employers, core partners and other entities that provide needed services in an on-going effort to increase the capacity of our services to meet the needs of both employers and customers.

### **3. Description of Rapid Response Services – Provide a description of how the local board will coordinate workforce development activities carried out in the local area with statewide rapid response activities.**

Upon receipt of a WARN notice from the Georgia Department of Labor, the local area will coordinate with the employer and the local Career Center to set up employer meetings. The employer meetings will serve to provide a schedule of available times to meet with workers, and discuss any special needs, concerns, skill levels of the workers, etc.

The array of WIOA services, Wagner-Peyser services and local technical college and other educational services will be provided to the workers at these meetings. The workers may apply for UI benefits or the WIOA program at these meetings or future appointments will be made/discussed.

The local area will inform TCSG OWD of the dates of employer meetings and dates for worker information meetings. The local area will also inform TCSG OWD of an impending layoff if the layoff is not on the WARN list.

In Area 18, staff members in the One-Stops coordinate with the state and state/local Trade Act provisions (when applicable). One-Stop partner staff (whose salaries may or may not be funded with WIOA dislocated worker funds) attend business closures as part of the Rapid Response effort. Front line staff, including staff members who attend business closures, are familiar with available options for dislocated employees and the WIOA registration process. In the work-first environment, career services and training services are offered as-needed, there is no required sequence of services.

WIOA provider staff attend employer meetings to obtain information about the reason for the layoff, potential of layoff aversion, impact of imports or shifts in production to Canada or Mexico, number to be laid off, hourly/salaried layoffs, layoff schedule/timetable, demographic characteristics of workforce (including average age, years of service, education level, primary occupations and any other special characteristics), other employers in the general area that might be impacted by the layoff (secondary firms), involvement of a private out-placement firm, company sponsored education/training grants/tuition assistance programs, and availability of severance or other types of separation pay.

Reemployment activities and services available to employees include on-site workshops, such as: job search, money management, stress management, resume preparation, interviewing skills, and salary negotiations. Other customized workshops, e.g., starting your own business, unemployment insurance

claims filing, job fairs and training fairs are also offered. Additionally, GDOL acts as a clearinghouse for other employers in the community interested in hiring laid off workers. WIOA staff participates in meetings with the employees to provide information and answer questions concerning the variety of reemployment services and assistance available to expedite a return to work. Every effort is made to schedule these meetings at times convenient for the employer, employees and the partners.

WIOA service provider staff provides intake, assessment and case management duties associated with the Trade Act program (Trade Adjustment Assistance) services. For those trade-eligible individuals interested in retraining, WIOA staff conducts a standard dislocated worker intake and assessment. The customer and WIOA case manager agree on a reemployment plan, and the customer applies to the training provider of choice. The customer then returns to WIOA with his/her letter of acceptance and a financial aid award letter from the training provider. WIOA staff then completes the Trade Act Application for Training form and forwards it to the state Trade Act Coordinator. WIOA staff is in contact with State Trade staff as necessary to coordinate services and process applicable forms for those individuals who are co-enrolled in WIOA and Trade and for those who are Trade-eligible only.

The Southern Georgia Area works closely with both Rapid Response and the local DOL Career Centers to recruit UI claimants and ensure they have information, and expedited access to WIOA services. The area strives to coordinate WIOA training concurrently with UI benefits.

4. **Description of Youth Services** – Provide a description and assessment of the type and availability of youth workforce development activities in the local area, including activities for youth with disabilities. This description and assessment shall include an identification of successful models of such youth workforce development activities.

The Southern Georgia region uses a variety of strategies to identify and meet the needs of youth in the area. The common goal is to create a comprehensive and seamless system for youth service delivery without duplication of services.

One important strategy for serving youth is participation in local groups in multiple counties that facilitate collaboration between individuals and agencies that are involved with youth, such as local collaborative, school systems, county extension offices, housing authorities, and Family Connection.

As the administrative entity for the Southern Georgia Workforce Development Board, the SGRC will continue to use competitive procurement to solicit new and innovative approaches to serve youth. Program designs that will help establish career pathways for youth will be emphasized. These approaches will attempt to pinpoint gaps in service and to address those needs. The wisdom and insightful input of the Southern Georgia Youth Council will continue to be a valuable resource and advisory tool. Contracts will focus on establishing a program design which sets a career pathway for youth and includes work based learning activities, in support of the state's goal to set up seamless career pathways for youth. This goal will be accomplished by assisting youth in obtaining education and training, increasing basic skills, teaching work readiness and occupational skills, striving to assist youth in overcoming barriers to achieving self-sufficiency, providing work experience and other work based learning activities, and providing or partnering to provide all of the fourteen WIOA youth program elements.

Southern Georgia's workforce system contains many partners and separate initiatives that address the fourteen WIOA youth program elements, either directly or indirectly, in serving youth. Also, these organizations deliver services that address one, several, or all, of the WIOA youth program elements.

Out-of-school and other youth receive occupational skills training through ITA's at technical and community colleges and also GED classroom training is provided to basic skills deficient youth. Youth with disabilities are recruited through our core partner, Georgia Vocational Rehabilitation Agency, and other agencies.

The area's out-of-school youth programs are contracted with service providers who work in conjunction with the local technical colleges. The WIOA contract includes services the local technical college cannot provide including case management, payment of the GED testing fee, and incentives for completion. The technical school provides free access to facilities, utilities, equipment, curriculum, instruction, etc. which reduces the program costs and allows the local area to serve more out-of-school youth.

The Southern Georgia Workforce Development Board utilizes the Request for Proposal (RFP) process to competitively procure contracts for youth services. During the most recent RFP program designs that will establish career pathways for youth were requested.

The area's service strategy for out-of-school youth includes above linkages to local school systems in addition to basic skills/GED training, work readiness training, and both subsidized and unsubsidized work experience opportunities.

The area also coordinates with, and whenever possible, integrates services provided through School-to-Work, Jobs for Georgia Graduates, Job Corps, and High School/High Tech. WIOA funds can be used to provide competency-based pre-employment/work maturity skills and other services which can be incorporated into the school-to-work partnership. The WDB will refer customers to the nearest Job Corps Center, or the local Career Centers, where there is a Job Corps recruiter once a week. All of the career services listed in Section 2 are also available to youth applicants.

Services to in-school youth are limited to a maximum of 25 per cent of youth funding. However, some limited service to in-school youth may be provided as funds are available, or to continue services to carryover in-school youth.

**5. Implementation of Work-Based Learning Initiatives – Provide a description of how the area will implement initiatives such as Incumbent Worker Training programs, On-the-Job Training programs, Customized Training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries and other business services and strategies designed to meet the needs of employers in the corresponding region in support of the business service strategy. If these services are not utilized, provide a description of why.**

In PY2016 the SGWDA had limited programming for business services. Primarily the local area worked with businesses to develop job placements for its program participants. With the passage of WIOA and its focus on improving services to employers and promoting work-based training the SGWDA realized it was essential to begin the process of developing more extensive business services. With these things in mind, SGWDA applied for a strategic programming grant for "Delivering Business Services in Rural LWDA's". The area was successful and received the grant.

Utilizing grant funding the local area hired a Business Services Coordinator who worked directly with local business as well as partners to determine the needs of businesses in the area. It became very apparent that there was a need for business services in the area. **A comprehensive On-the-Job Training program has been established.** Our ultimate goal is to continue developing long-lasting relationships with business, so that they view the WDB as a partner in meeting recruitment, hiring and training needs. The Business Services Coordinator will continue to explore Incumbent Worker Training and Customized Training options and will utilize these services when and if it is appropriate.

Work Experience (WEX) activities continue to play a vital role in the regions youth programming. WEX provides Out-of-School Youth enrolled in Adult Education programs an opportunity to experience an up-close look at the world of employment. Participants learn skills specific to the jobs that they are working as well as soft skills that can be applied to any job they may obtain. WEX also provides youth current work experience for their resumes which enables them to better market themselves to future employers.

**6. Provisions of ITAs** – Provide a description of how training services in WIOA § 134 will be provided through the use of ITAs. If contracts for the training services will be used, describe how the use of such contracts will be coordinated with the use of ITAs and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided.

Training services are provided to eligible adults, dislocated workers, and youth through the use of Individual Training Accounts (ITAs), through which a customer chooses among qualified training providers. The services will be provided in accordance with state and local procedures.

WIOA funds will be used for costs incurred during the pursuit of occupationally specific programs of study that lead to a diploma or certificate for WIOA eligible adults, dislocated workers and youth. In addition to the WIOA eligibility requirements, youth must be: a) 18 years old and no older than 24; b) not be actively pursuing a secondary school diploma or its equivalent on the date of participation.

Training must be in occupations identified in the local WIOA Plan as growth and/or demand occupations or documentation of employment prospects must be provided. Training must result in an employment wage sufficient to attain self-sufficiency without the aid of public assistance.

WIOA funds will be utilized in the form of a voucher for ITAs. ITAs will be used to purchase tuition, essential books/supplies that are instructor-required purchases for all students taking any given course, and for graduation and training-related purchases including, but not limited to, medical exams, vaccinations, uniforms, graduation fees, testing fees, etc. The maximum amount of an ITA voucher is \$6,000 per customer. NOTE: WIOA funds will only be used for costs not covered by HOPE/PELL or other scholarship funding.

ITAs have a 2.5-year time limit, regardless of the length of the customer's training program. Hence, customers must select programs that will be finished in 2.5 years or less.

The local area does not use contracts for the training services delivered through ITAs.

See [\*Attachment 9: ITA Policy\*](#) for additional details.

**7. Entrepreneurial Skills Training and Micro-enterprise Services** – Provide a description of how the area will coordinate and promote entrepreneurial skills training and micro-enterprise services.

SGWDA 18/Region 11 has identified several resources in the region to assist individuals interested in entrepreneurial skills training and/or microenterprise services.

- The University of Georgia's Small Business Development Center (SBDC) provides tools, training, and resources to help small businesses grow and succeed. With seventeen (17) offices in Georgia, the SBDC provides access to capital, legal/compliance guidance, marketing classes, and business planning. In Region 11 these services are available at Valdosta State University.
- U.S. Small Business Administration offers no-/low-cost business development seminars and webinars.
- Local TCSG locations offer certificate courses in entrepreneurship.

In addition, partner agencies will be utilized to assist those in need of assistance. Those agencies include:

- GDEcD Entrepreneur & Small Business Development

- Local Chambers of Commerce
- Local Development Authorities

**8. Coordination of Education Programs** – Provide a description of how the local board will coordinate education and workforce development activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services and avoid duplication of services.

Coordination of Adult Services with Educational Institutions

The WDB's primary mechanism for creating a job-driven education and training system is through the Technical College System of Georgia (TCSG). TCSG's Office of Adult Education (OAE) will fund local providers of adult education services who will in turn work collaboratively with other core programs and partner agencies to coordinate comprehensive, wraparound services for program participants.

Local providers of adult education services will actively participate in the One-Stop program. One-Stop centers provide a place for connecting individuals with local adult education programs through intake/orientation/assessment for adult education services, transition resources, referral processes, and other joint mechanisms developed through agency partnerships.

OAE is responsible for administering funds to eligible local providers, and providing program/performance oversight to grantees. OAE will provide funding to eligible local entities for the provision of adult education services through a competitive Request for Application (RFA) process. The RFA is the mechanism through which OAE will identify, assess, and award multi-year grants to eligible providers (an organization that has demonstrated effectiveness in providing adult education activities to eligible individuals). Local adult education programs are driven by performance measures that are monitored by OAE.

Eligible local providers will have direct and equitable access to apply and compete for grants. OAE will award funds to local providers for the delivery of adult education services, which are academic instruction and education services below the postsecondary level that increase an individual's ability to:

- Read, write and speak English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;
- Transition to postsecondary education and training; and
- Obtain employment.

Coordination of WIOA Services with Educational Institutions

The SGWDB works closely with TCSG, University System of Georgia (USG), as well as for-profit and non-profit education providers. This partnership enables the local area to provide customers with a large amount of educational offerings, satisfying the USDOL mandate of customer choice. WIOA offers tuition assistance, supportive services and comprehensive case management as part of the individual services. All education providers are listed on the State's Eligible Training Provider List (ETPL). The ETPL can be found on the Georgia Work Ready Online Participant Portal (GWROPP) that all potential customers as well as local staff are able to view. The state actively maintains the ETPL.

As the unified provider of technical education, adult education, and customized business and industry training, TCSG is the largest provider of ITAs to our workforce system participants. WIOA funding supports a growing number of participants within these training institutions. TCSG also has a 100 percent employer guarantee, meaning that if a TCSG graduate was educated under a standard program and his/her

employer finds that the graduate is deficient in one or more competencies as defined in the standards, the technical college will re-train the employee at no instructional cost to the employee or the employer.

### Coordination of Vocational Rehabilitation Services with Educational Institutions

In line with the State's use of the technical college system, the SGWDB will continue to build relationships with educational institutions by enhancing Vocational Rehabilitation (VR) services in schools. Georgia Vocational Rehabilitation Agency (GVRA) is working closely with GaDOE to develop a collaborative plan to enhance transition services regionwide for individuals with disabilities. The two agencies established a formal Interagency Cooperative Agreement to assure that cooperation and collaboration exist in implementing and maintaining a system of vocational rehabilitation service delivery to eligible individuals with disabilities. The main objective of this Agreement is to improve and expand the VR services that support secondary and postsecondary schools. Consultation and technical assistance services are essential components of this Agreement and enable educational agencies to utilize current and developing VR program practices.

### Additional Financial Resources

Many grant/scholarship programs in the local area can be used in conjunction with WIOA funding to make post-secondary degree attainment a reality for students with financial needs. A few additional financial resources available are:

- Georgia's HOPE Grant/Scholarship is available to Georgia residents who have demonstrated high academic achievement. The grant/scholarship provides money to assist students with the educational costs of attending a HOPE eligible college in Georgia.
- Georgia's Zell Miller Scholarship is available to Georgia residents who have demonstrated academic achievement. The scholarship provides money to assist students with their educational costs of attending a Zell Miller-eligible college located in Georgia.
- The HOPE Career Grant is a financial award for Technical College System of Georgia students and was first presented by the Governor's Office in fall 2013 as the Strategic Industries Workforce Development Grant (SIWDG). It awards funds to students meeting certain criteria who are enrolled in certain programs at the technical college.
- The Federal Pell Grant Program provides need-based grants to low-income undergraduate and certain post-baccalaureate students to promote access to postsecondary education. Students may use their grants at any one of approximately 5,400 participating postsecondary institutions. Grant amounts are dependent on: the student's expected family contribution (EFC); the cost of attendance (as determined by the institution); the student's enrollment status (full-time or part-time); and whether the student attends for a full academic year or less.

The SGWDB works closely with education providers to ensure participant access to postsecondary credentials in for-credit diplomas, certificates, and degrees. However, both TCSG and USG also have continuing education programs which provide access to noncredit industry credentials. In some cases, diploma, certificate and degree-earning programs also incorporate industry credentials. For example, a technical college welding diploma may incorporate industry certifications as students' progress in the program. These types of stackable credentials enable participants to learn the specific skills needed to gain employment in demand occupations. Stackable credentials also enable participants to continue earning additional credentials at a later point. The area's two-year and four-year institutions have done extensive work to ensure that credits seamlessly transfer between institutions. This work enables the region to better create career pathways for participants.



**9. Description of Supportive Services** – Provide a description of how the local board will coordinate workforce development activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area. Describe the coordination of transportation and other supportive services regionally, if applicable.

Supportive Services are services, which are reasonable and necessary, to enable a WIOA participant who cannot afford to pay for such services to participate in activities authorized under Title I, Subtitle B of the Workforce Innovation and Opportunity Act. Such support services may include transportation, child care and dependent care. The provision of Supportive Services must be determined on an individual basis. The LWDA will coordinate supportive services with all federal, state and local agencies including Pell, HOPE, DFCS and UI and any other funding resources available to the participant.

The use of supportive services is encouraged to enable the hard-to-serve population an opportunity to participate in longer-term interventions. The support payments are in no way intended to support the entire expense.

The Southern Georgia LWDA is a rural area and there are no forms of public transportation available to assist WIOA participants.

WIOA supportive services are provided on the basis of need. All supportive services must be approved prior to the participant receiving or obtaining the goods or services. A Supportive Services Determination Form must be completed for each individual.

Supportive services may only be provided to individuals who:

- Are actively participating in career services and/or training services. Limited supportive services may be provided to eligible applicants (e.g., paying for birth certificate), before they are enrolled as participants, to permit participation in assessment activities;
- Are unable to obtain supportive services through other programs providing such services;
- Are unable to afford the cost associated with addressing the need;
- May only be provided when they are proven necessary to enable individuals to participate in Title I activities [Subtitle B, Chapters 2 & 3].

The Southern Georgia Area *Supportive Services Policy* is included *as Attachment #7*.

**10. Coordination with Social Service Programs** – Provide a description of how the local board will coordinate with social service providers, including SNAP and TANF. The description should include the utilizations of both programs as a referral source.

The One-Stop system in Georgia does not require co-location of DFCS who operate SNAP and TANF programs; however, because they play an important role in the success of the system they are invited to all partner meetings. During these meetings our core partners and DFCS share information regarding the programs and services they offer.

All One-Stop partners and service provider staff in the Southern Georgia region are aware of the services offered by DFCS and make the appropriate referrals as necessary.

## Coordination with Core Partners

1. **Description of the Workforce System** – Provide a description of the workforce development system in the local area that identifies all relevant programs and how the local board will work with the entities to carry out both core and other workforce development programs to deliver well aligned services in support of the strategies identified in the state plan. This should include programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.).

The Southern Georgia region's Council of Chief Local Elected officials and Workforce Development Board works closely with all of the area's core partners to provide services to enable all of our area's eligible population the opportunity to reach their full potential.

The workforce system is governed to ensure that it is comprehensive, fiscally responsible, participant and employer-focused. All of the core partners work together toward our common goal of enhancing service integration and implementing a workforce system that provides streamlined and effective service delivery and aligns these services in support of the state's strategies.

WIOA services are provided through a one-stop system which includes one (1) Comprehensive Site (Georgia Department of Labor, Valdosta) and seven (7) Affiliate sites (Georgia Department of Labor in Douglas, Tifton and Waycross; Wiregrass Georgia Technical College in Douglas, Fitzgerald and Valdosta; and Southern Regional Technical College in Tifton).

Core partners are co-located at the one-stops. Partners include: WIOA, Department of Labor, Vocational Rehabilitation, Senior Community Service Employment Program (Legacy Links), Adult Education and Literacy Programs and Carl D. Perkins Career and Technical Education Programs.

A Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) includes the core partners' common vision and goals, the services provided by each partner, and the financial contributions of each partner. *See Attachment 5: MOU/IFA/One-Stop Certification.*

Center Partner	Major Services Provided
Southern Georgia Regional Commission  <b><i>SGRC is a co-located partner in the comprehensive one-stop system.</i></b>	Access to career and training services under WIOA.  Eligibility determination and enrollment in WIOA Title I programs for adults, dislocated workers, and youth.
Organizations receiving WIOA Title II Grant funds from the Technical College System of Georgia.  <b><i>TCSG is a co-located partner in the comprehensive one-stop system.</i></b>	Adult Education Programs  Literacy and English Language Learner (ELL) programs.

Georgia Department of Labor	WIOA Title III Wagner-Peyser Employment Services  Trade Adjustment Assistance (TAA) re-employment services for TAA-eligible customers.  Access to veterans' employment and training services for eligible veterans.  Employer services including: information and assistance with available tax credits for hiring, customized recruitment, access to Federal Bonding Program, information on state employment laws, and dissemination of required information to employees.
Georgia Vocational Rehabilitation Agency  <b><i>GVRA is a co-located partner in the comprehensive one-stop system</i></b>	WIOA Title IV Rehabilitation Services for individuals with disabilities.
Senior Community Services Employment Program (SCSEP) Legacy Link  <b><i>SCSEP is a co-located partner in the comprehensive one-stop system.</i></b>	Access to Senior Community Services Employment Programs for older workers.
Coastal Pines Technical College, Southern Regional Technical College and Wiregrass Georgia Technical College.  *Organizations receiving WIOA Title II grant funds from TCSG.  TCSG is a co-located partner in the comprehensive one-stop system	Adult Education Programs  Literacy and English Language Learner (ELL) Programs  Access to Career and Technical Education (CTE) programs at post-secondary level under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301).

**2. Coordination with Wagner Peyser** – Provide a description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the local area through the one-stop delivery system, to improve service delivery and avoid duplication of services.

The Georgia Department of Labor, Valdosta Career Center provides an array of services to a diverse population of job seekers including veterans, unemployment claimants, persons with disabilities, youth and individuals with limited English proficiency among others. The Valdosta Career Center provides a seamless access point for delivering information and resources upon entering the center or via telephone, fax or email.

WIOA and Wagner-Peyser partners in the local area continue to work toward the common goal of providing the most effective service delivery possible to the area's population.

The Career Centers are already partners in the local one-stop system. The Career Centers have been and will continue to be strong partners in our efforts to maximize and streamline services and prevent duplication of services. These assurances are enhanced through our current one-stop MOU and IFA ([see Attachment 5: MOU/IFA/One-Stop Certification](#)).

WIOA services continue to be provided in, or through, the Georgia Department of Labor Career Centers in Douglas, Tifton, Valdosta and Waycross. These sites offer the following services: job search and job placement assistance, testing, filing of UI claims, Rapid Response activities, WIOA funded Individualized

Training Accounts and service coordination, career guidance and counseling, referrals to partner agencies, various workshops (i.e., resume training, financial planning, and others), federal bonding, and Work Opportunity Tax Credits.

Since local WIOA staff is housed in the DOL Waycross and Valdosta Career Centers, customers have complete access to the WIOA and Wagner-Peyser services provided in one location. The co-location of these services increases and enhances staff ability to continually work on integration of WIOA and Wagner-Peyser services. Local staff members travel to other Career Centers in the region to work with customers served by that center. These service strategies help to improve service delivery and avoid duplication of services.

3. **Coordination with Adult Education** – Provide a description of how the local board will coordinate workforce development activities carried out in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board will carry out the review of local applications submitted under Title II, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232 of WIOA..

Adult Education has always been and will continue to be a strong partner in the region's workforce system. Adult Education and Literacy partners, Wiregrass Georgia Technical College and Eckerd Connects Paxen are co-located and provide training services at our Comprehensive One-Stop in Valdosta. Other Adult Education and Literacy partners have an electronic presence at the Comprehensive One-Stop or other GDOL affiliate sites in the region. These partners include Coastal Pines Technical College and Southern Regional Technical College. *See Attachment 5: MOU/IFA/One-Stop Certification*

The WDB and Youth Committee include representatives from Adult Education. This representation allows for unique insights on programming for Adult Education and Literacy activities.

The LWDA funds Adult Education and Literacy programs throughout the region. Beginning in PY2016 the local area began operating Adult Education and Literacy programs through a joint contract between the Technical College System of Georgia (TCSG) and private sector WIOA youth providers. The Adult Education and Literacy program (TCSG) provides basic skills/GED services and the private sector providers handle enrollment, case management in addition to providing pre-employment skills and work experience activities. The region is working on the establishment of career pathways for the youth with this combination of academic and work based learning activities.

All regional Adult Education programs have incorporated the Georgia BEST (Business Ethics Student Training) into their curriculum. Although each model varies, every program is designed to address soft skill gaps that employers in Georgia are looking for in competitive applicants. These skills include: Professional Image, Attendance/Punctuality, Attitude and Respect, Social Media Ethics, Discipline and Character, Oral and Written Communication Skills, Productivity and Academic Performance, Responsibility and Organization, Self-Management and Time Management, and Teamwork and Work Habits. Upon completion, students receive certification from the Georgia Department of Labor. This curriculum is designed to "prepare tomorrow's workforce today".

The Office of Adult Education (OAE) provides Adult Education and Family Literacy Act (AEFLA) grant funds to local providers through a competitive application process. In May 2017, OAE awarded grants to 31 providers throughout Georgia. Of these 31 providers, 27 offered adult basic education and secondary education, 25 offered English language acquisition programs, and 10 offered Integrated English Language and Civics education. 30 providers offered workplace preparation activities, as well as integrated education and training (one program was terminated in December 2019 for noncompliance). In addition, all providers offered at least two activities concurrently.

In late January/early February 2020, OAE opened its new competitive Request for Applications (RFA) and plans to award grants to providers in May 2020. Under this RFA, applicants can apply for a General Adult Education Grant and/or an Integrated English Language & Civics Education (IELCE) Grant. Grant recipients will receive funding for a four year period, from July 2020 to June 2024, contingent upon an annual renewal process.

OAE has structured its application process to ensure the local providers it funds establish and operate programs that provide the adult education and literacy activities identified in WIOA Section 203. The chart below details each grant opportunity, including its funding stream(s) and the activities it will fund.

Grant Opportunity	Funding Source(s)	Allowable Activities
General Adult Education Grant	WIOA Sections 231 and 225 State Matching Funds	<ul style="list-style-type: none"> <li>• Adult Basic &amp; Secondary Education</li> <li>• Corrections Education</li> <li>• English Language Acquisition Activities</li> <li>• Family Literacy</li> <li>• Integrated Education &amp; Training</li> <li>• Workplace Preparation Activities</li> </ul>
Integrated English Language & Civics Education (IELCE) Grant	WIOA Section 243	<ul style="list-style-type: none"> <li>• Integrated English Language &amp; Civics Education in combination with Integrated Education &amp; Training</li> </ul>

The application also contains questions targeted at ensuring each applicant explains which activities they will offer, how they will implement those activities, and how they know those activities will meet their students' and region's needs.

Each LWDB will review these proposals and provide feedback to OAE. OAE will utilize this feedback as well as their evaluations to make its final funding decisions.

4. **Coordination with Vocational Rehabilitation** – Provide a description of the cooperative agreement between the local Georgia Vocational Rehabilitation office and the local board which describes efforts made to enhance the provision of services to individuals with disabilities and to other individuals, cross-train staff, provide technical assistance, share information, cooperate in communicating with employers and other efforts at cooperation, collaboration and coordination.

Georgia Vocational Rehabilitation Agency (GVRA) has a long and mutually supportive relationship with the WDB and its core partners. GVRA representatives serve on the LWDB and are actively engaged in other community organizations. GVRA representatives are co-located at the Georgia Department of Labor Comprehensive One-Stop and Affiliate sites throughout the region as part of our cooperative agreement.

*See Attachment 5: MOU/IFA/One-Stop Certification*

Through One-Stop Partner meetings GVRA shares information and trains partner agencies on the services available to individuals with disabilities in the local area. GVRA was a spotlight presenter at one of the meetings and all partner agencies gained a wealth of knowledge on the services they offer and how best to make referrals.

## Performance, ETPL, and Use of Technology

1. **Description of Performance Measures** – Provide a description of the local levels of performance negotiated with the Governor and chief elected official pursuant to WIOA § 116(c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance in the local area of the local fiscal agent (where appropriate), eligible providers under subtitle B, and the one-stop delivery system.

To be submitted upon negotiations with TCSG, OWD.

2. **One-Stop System Performance and Assessment** – Provide a listing of locally/regionally developed one-stop performance standards and describe the criteria used to develop the performance standards. Describe how the one-stop system and regional service delivery is assessed by the local board.

The WDB receives quarterly reports from the One-Stop operator on the array of services provided to customers accessing services at the Comprehensive One-Stop site as well as number of customers receiving services from the various partners via the site (see *Attachment 14: Customer Satisfaction Survey*). The One-Stop operator developed a referral process for the partner's use for all eight (8) one-stop sites in the region (see *Attachment 13: One Stop Referral Assessment*). Adjustments are made as needed to this process. Reports are provided to the WDB regarding the information gathered from this process.

3. **ETPL System** – Describe the regional Eligible Training Provider System, including the elements listed below.

Southern Georgia's WDB secures contractor services through a competitive bid process (*See Attachment 6: LWDA Procurement Policies and Procedures*). Also, the area's *Eligible Provider Policy* is included as *Attachment 8*, and the Area's *ITA Policy* is included as *Attachment 9*. The area's *Equal Opportunity, Complaint and Grievance Policy* is included as *Attachment 10*.

- a. Provide a description of the public notification to prospective providers.

*See Attachment 6.*

- b. Provide a description of how the board(s) evaluates providers and proposed training programs for initial eligibility, based on (at a minimum) criteria of proven effectiveness, local employer/industry demand, accreditation and customer accessibility.

*See Attachment 6 and Attachment 7.*

- c. Provide a description of the formal appeals process for aggrieved ITA customers and providers of unapproved training programs.

*Local appeals procedures can be found in Attachment 8.* Training providers will first file disputes with LWDA staff. A hearing will be set up to allow the training provider to informally dispute the matter. A written solution will be mandatory for all disputes and will be filed within 30 days of the filing date of the appeal. Every attempt is made for an informal resolution. All training providers will be notified of the right to file a Second Level Appeal with TCSG, OWD.



- d. Provide a description of the ongoing process used to update the data on the eligible providers list (exclusive of the state-conducted continued eligibility process).

The LWDA staff has access to Georgia Virtual One Stop System. The provider's ETPL information is assessed as well as participant performance data, to determine if updates are needed to the ETPL. For programs to remain eligible, they must supply updated information regarding their program. Any data that needs to be updated on the list is sent to LWDA staff, who sends a change request to the ETPL staff at the TCSG, OWD for changes. Significant changes to a program, such as price increase, will be submitted to the WDB for approval.

- e. Provide a description of any regional policies or agreements for ITAs or training providers.

*See Attachment 9: Individual Training Account Policy*

- f. Provide a description of the process to track and manage all ITA activity.

ITA activity is tracked and managed through the Geographic Virtual One-Stop System. Data is entered by the participants' case managers and is monitored by LWDA monitoring staff. Reports from the portal are used to monitor performance and participant activity. Supportive services and training expenditures are tracked with a spreadsheet as well as through the SGRC GMS accounting system.

- g. Provide a description of local board policy on use of statewide training provider list (including financial and duration of limits, out-of-area training, service to out-of-area customers, etc.).

*See Attachment 8: ETPL Policy*

- h. Provide a description of how registered apprenticeship programs are added to the ETPL.

*See Attachment 8: ETPL Policy*

- 4. **Implementation of Technology** – Provide a description of the technology used to enhance customer (participant and business) experience and any additional data analytics used to enhance planning and measure outcomes beyond mandated performance measures.

Increasing access to technology is a particularly important goal for the Southern Georgia area, which is a multi-county area with little or no public transportation, great rural distances, and many communities too small to have major agencies and facilities.

Customer access to computers is enhanced through the one-stops, which contain computer labs for access to the GWS, job search and other employment related resources. There is also a GED computer lab located at the one-stop.

The Regional Commission also has video conferencing capability, which enhances communication with board members, providers and other area stakeholders. GWS and other labor market data is used to inform planning and program design.

## State Initiatives and Vision

1. **State Branding** – Provide a description for how the area has adopted and will continue to utilize the state brand.

The area has adopted and is utilizing the WorkSource state brand. The WDB staff as well as service provider staff identify themselves as WorkSource Southern Georgia staff members. Signage is present at all service provider locations. Letterhead and business cards have been converted to the “WorkSource” Georgia brand. Social media outlets such as FaceBook, Instagram, Twitter and LinkedIn now have a clear and active presence utilizing the WorkSource Southern Georgia brand.

2. **Priority of Service** – Describe how the area/region will identify and administer the state’s priority of service policy. Identify if the region will add target populations in addition to those specified by state and federal policy.

The Workforce Investment Act (WIA) required that if funds allocated to a local area for adult employment and training activities were limited, priority of service was to be provided to recipients of public assistance and other low-income individuals for intensive services and training services.

The Workforce Innovation and Opportunity Act (WIOA) made several changes to the priority of service requirement by adding individuals who are basic skills deficient as a priority population, changing intensive services to career individualized services, and removing the provision stating priority of service is only applied if funding is limited. WIOA Public Law 113-128, Sections 3 and 134.

The local area’s Adult and Dislocated Worker (DW) Priority of Service Policy and Priority of Service Policy for Veterans and Eligible Spouses can be found in [Attachment #11](#). These policies incorporate the state’s priorities and enables the local area to identify and serve these populations.

Priority for career and training services funded with WIOA Title I Adult & DW funds shall be given to recipients of public assistance, other low-income individuals and individuals who are basic skills deficient, as well as any covered person (as defined in LWDA #18 Veterans Priority of Service Policy) under the Veterans’ priority, in the local area. Thus, the following sequence of services priority will apply:

- First priority will be provided to recipients of public assistance, other low-income individuals (including those that are unemployed) and individuals who are basic skills deficient in the local area who are covered person with respect to Veterans’ priority;
- Second priority will be provided to recipients of public assistance, other low-income individuals (including those that are unemployed) and individuals who are basic skills deficient in the local area;
- Third priority will be covered person with respect to the Veterans’ priority (these covered persons not considered to be recipients of public assistance or low-income);
- Fourth priority will be provided to serve the working poor. Working poor are those employed persons who have not yet achieved self-sufficiency (as defined by local policy – at or below 200% of poverty).

The above poverty requirements do not necessarily mean that only recipients of public assistance and other low-income individuals can receive WIOA adult and DW funded career and training services. LWDB’s may serve other eligible individuals who are not low-income after first serving eligible individuals who meet the established priority selection criteria. Unemployed individuals may be considered low-income individuals.

As needed, the LWDA will add other target populations to the priority of service guidelines.

3. **Alignment with State Goals** – Describe how the area/region will align with each of the goals listed in the State Unified Plan.

- a. Utilize sector partnerships to inform and guide strategic workforce development strategies and enhance partnership coordination.

The utilization of sector partnerships will continue in the region. The Healthcare Sector Strategy Partnership is an independent self-sustaining group. Since our first meeting in July 2018, we have built a strong Healthcare Sector Partnership that focuses on three primary goals. These goals were developed using strategic processes guided by key stakeholders within healthcare.

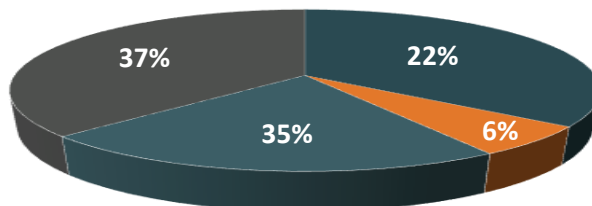
They are:

- Build a regional advertising campaign to solidify the partnership within healthcare.
- Connecting resources within K-12 programs already in place to promote healthcare careers.
- Inventory programs available within the region at each post-secondary site, including enrollment numbers. This showed programs our region is heavy in and what programs we are missing allowing the group to develop ways to close those gaps.

A region wide Summit that involved 100 area employers, educators and community partners was held in November 2019 to share ideas, gain insight and collaborate on the needs of our current and future workforce. The information gained from that summit was vital as we move forward as a region aligning goals to the needs of our employers.

The success and best practices of this first focused partnership will be utilized as we transition our focus to other demand industries in the area.

What are you currently doing to promote allied health partnerships?



Partnerships between high schools and allied health employers – 35%

Focus on teaching additional soft skills for the workforce – 6%

Career Fairs, Medical facility tours, Advisory Committees – 22%

Internships, Job Shadowing, Mentorships – 37%

Table 13: Data from Region 11 Healthcare Partnership Summit

Idea/Strategy	Number of responses	Percentage
<b>Awareness</b> (host parent nights, lunch and learn, information packets, success stories)	20 out of 66	30%
<b>Career/Health Fairs</b>	19 out of 66	29%
<b>Community Outreach</b>	11 out of 66	15%
<b>Social Media</b>	7 out of 66	11%
<b>Provide Opportunities</b> (internships, guest speakers, scholarships, employment beginning in high school)	5 out of 66	8%
<b>Other</b> (recruitment, involvement from a healthcare worker)	4 out of 66	7%

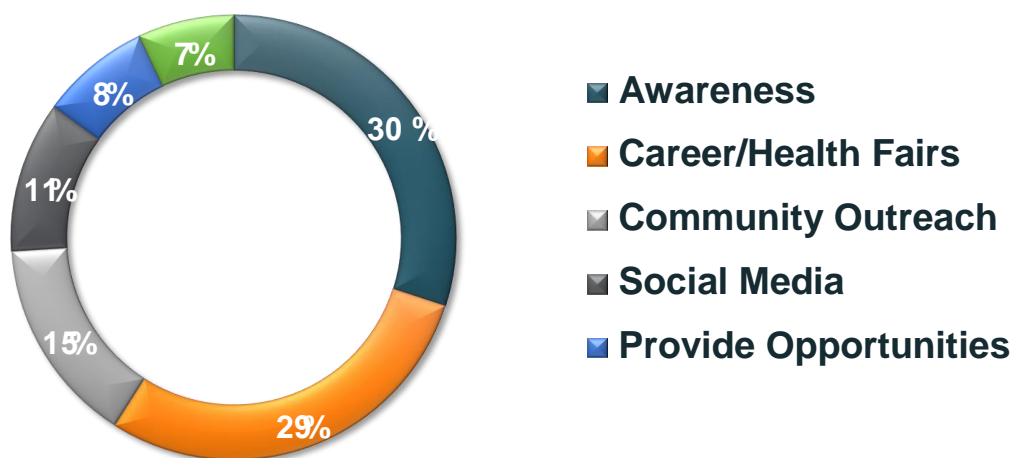


Table 14: Data from Region 11 Healthcare Partnership Summit

- b. Further develop regional integration to ensure streamlined services to both businesses and individuals.

The Southern Georgia LWDA will continue to enhance the existing One-Stop system. All core partners are part of the system; however, we will encourage new partners to join our system so that we have more services to offer both businesses and individuals. There is a strong partnership between business services within DOL and WorkSource to ensure resources are shared and aligned so the businesses as well as the individual needs are met.

- c. Utilize the workforce system to increase statewide prosperity for rural and urban communities.

The Southern Georgia Region is a predominantly rural area. The One-Stop system and its partners continue to look for creative way to reach the population in rural Southern Georgia. Affiliate sites as well as access points in local communities will continue to be utilized. Service Provider staff can and will continue to travel to rural communities to identify and enroll individuals in the workforce programs available. Staff is involved in conferences and meetings with key stakeholders concerning rural prosperity and development to stay abreast of needs and progress. Our region shares a common goals of making Southern Georgia a great place to work and live.

d. Align the workforce system with education systems at all levels.

The LWDA through the Workforce Development Board (WDB), WDB staff, One-Stop Center and the Sector Strategy Partnership have close and integrated working relationships with providers of primary, secondary and post-secondary education and training.

The work and accomplishments of the Healthcare Sector Strategy Partnership is an example of how partners in the LWDA work together to create a pathway through all levels of the education process. The communication and collaboration has been productive across the region as the alignment of shared success is growing and developing. Sharing struggles and how one has overcome those struggles has been strengthening for the group to help align the education system at all levels.

e. Alleviate a tightened labor market by increasing the participation of strategic populations in the workforce system.

The LWDA anticipates that major changes in the labor market will take place due to the COVID-19 Pandemic. It is highly anticipated that the region as well as the nation will enter a recession.

Prior to the pandemic, unemployment numbers in the region were at an all-time low. Businesses and industry struggled to fill open positions. The LWDA and WDB continue to focus on low-income individuals and those with low levels of educational attainment.

As stated in Section I, the Southern Georgia Region has the lowest average wages in the State of Georgia. A very large percentage of our population is at or below the poverty level. We will continue to focus on providing training resources so that these individuals have an opportunity to participate in the workforce and make a living wage.

Low levels of educational attainment are another barrier to employment. The percentage of the population age 18 or above without a High School Diploma or its equivalent is 63%. This strategic population will continue to be a focus. As part of our On-the-Job Training Program our Business Services Coordinator works with local businesses and encourages them to hire those without a high school diploma/GED with the agreement that the individual will work and participate in a GED training program. The Business Services Coordinator works very closely with our TCSG partners to identify those in GED programs who would benefit from this type of "co-enrollment".

## Attachment 1: Local Workforce Development Board Member Listing

Attachment 1: Local Workforce Development Board Member Listing. Please make note if there are any current vacancies and what category that vacancy is in. If you do have vacancies, state the amount of time that the seat has been vacant and/or provide the waiver from OWD.

No vacancies at this time.

Member Name	Title	Entity	Board Category
Bannamon, Frank	Recruiter/Retention Specialist	McKinney Medical Center, Inc.	Business Representative
Bryant, Keith	Human Resource Director	Clinch Memorial Hospital	Business Representative
Cole, Sandra	Human Resource Manager	Beach Timber, Inc.	Business Representative
Dark, Melissa	Executive Director	Fitzgerald-Ben Hill Chamber of Commerce	Business Representative
Dixon, Elton	President	Enay Coaching, LLC	Business Representative
Gainey, Jennifer	Human Resource Manager	Satilla EMC	Business Representative
Gove, Sarah	Executive Director	Pierce County Chamber of Commerce	Business Representative
Gray, Jonathan	Complex Manager	Cal-Maine Foods Inc.	Business Representative
Panizzi, Sean	Branch Manager	Teamtemps Personnel Staffing, Inc.	Business Representative
Taylor, Courtney	Human Resource Manager	Optima Chemical Group	Business Representative
Taylor, Paige	Executive Director	Waycross-Ware County Chamber of Commerce	Business Representative
Tait, Darlene	Human Resource Supervisor	AJM Packaging	Business Representative
Felder, Katrena	Executive Director of Adult Education	Coastal Pines Technical College	Education and Training
McConnico, Shannon	Dean of Student Affairs	Wiregrass Georgia Technical College	Education and Training
Wallace, Leith	Executive VP and VP of Student Affairs	Southern Regional Technical College	Education and Training
Edwards, Myrtice	Program Coordinator	Telamon Corporation	Workforce
Kemp-Wilcox, Merrill	Strategic Partnership Coordinator	Georgia Partnership for Excellence in Education	Workforce
Johnson, Melvin	Director	Lee Street Resource Center	Workforce
Ellis, Kevin	Executive Director	Alma/Bacon County Development Authority	Government & Economic Development
Gillard, Jennier	Rehabilitation Unit Manager	Georgia Vocational Rehabilitation Agency	Government & Economic Development
Griffin, Curtis	Deputy Director	Waycross/Blackshear Housing Authority	Government & Economic Development
Palmer, William	Manager of Valdosta Career Center	Georgia Department of Labor	Government & Economic Development
Williams, Jamon	GDOL Regional Coordinator	Georgia Department of Labor	Government & Economic Development



WIOA Performance Measure	PY22 Goal	PY23 Goal
Adult Q2 Entered Employment	89%	90%
Adult Q4 Entered Employment	89%	90%
Adult Median Earnings	\$8,100	\$8,100
Adult Credential Rate	83%	85.6%
Adult In-Program Skills Gain	60%	60%
DW Q2 Entered Employment	84%	85%
DW Q4 Entered Employment	81%	82%
DW Median Earnings	\$7,200	\$7,200
DW Credential Rate	78%	79%
DW In-Program Skills Gain	50%	50%
Youth Q2 Placement in Employment or Education	64%	65%
Youth Q4 Placement in Employment or Education	76%	76%
Youth Median Earnings	\$3,930	\$4,030
Youth Credential Rate	75%	75%
Youth In-Program Skills Gain	40%	40%
Employer Measure		

**Attachment 3:** Public Comments on the Local Plan that Express Disagreement

Comment 1
Originating Entity:
Comment:

Comment 2
Originating Entity:
Comment:

Comment 3
Originating Entity:
Comment:

Comment 4
Originating Entity:
Comment:

**Attachment 4: Signature Page**

The undersigned hereby agree to adhere to all applicable federal, State, and local laws, regulations, and policies in performing any duty associated with the funds made available to under the Workforce Innovation and Opportunity Act.

Name: Roberta Lovett

Title: Local Workforce Area Director

Entity Representing: WorkSource Southern Georgia/Southern Georgia RC

Signature: 

Name: James Everett

Title: Chief Local Elected Official


Entity Representing: Charlton County/LCEO Chair

Signature: 

Name: Myrna Ballard

Title: Local Workforce Development Board Chair

Entity Representing: Valdosta-Lowndes Chamber of Commerce

Signature: 

# MEMORANDUM OF UNDERSTANDING

WORKSOURCE SOUTHERN GEORGIA/AMERICA'S JOB CENTER NETWORK



Southern Georgia



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## Acronyms

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<b><u>Acronym</u></b>	<b><u>Detail</u></b>
CLEO	Chief Local Elected Official
IBM	Infrastructure Budget Meeting
IFA	Infrastructure Funding Agreement
LWDA	Local Workforce Development Area
LWDB	Local Workforce Development Board
MOU	Memorandum of Understanding
One-Stop	WorkSource Southern Georgia/American Job Center
OSC	One-Stop Coordinator
OWD	Technical College System of Georgia, Office of Workforce Development
Partners	WorkSource Southern Georgia Partners
SGWDB	Southern Georgia Workforce Development Board
SFM	State Funding Mechanism
SWDB	State Workforce Development Board
WIA	Workforce Investment Act
WIOA	Workforce Innovation and Opportunity Act



## Attachments

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### Attachment

A	Partner On-Site Representation Schedule
B	One-Stop Operating Budget
C	Other Shared Cost Details
D	Cost Allocation Details
E	Comprehensive One-Stop (Valdosta) Partner Contributions
F	Affiliate Site (Douglas) Partner Contributions
G	Affiliate Site (Tifton) Partner Contributions
H	Affiliate Site (Waycross) Partner Contributions
I	TCSG Affiliate Site Southern Regional Technical College (Tifton) Partner Contributions
J	TCSG Affiliate Site Wiregrass Georgia Technical College (Ben Hill-Irwin) Partner Contributions
K	TCSG Affiliate Site Wiregrass Georgia Technical College (Douglas) Partner Contributions
L	TCSG Affiliate Site Wiregrass Georgia Technical College (Valdosta) Partner Contributions
M	Authority and Signature Page for MOU and IFA
O	Notification to Governor of MOU Negotiations
O-1	Authority and Signature Page for Notification to Governor
P	Failure to Reach Agreement on Infrastructure Funding Methodology (IFM)
P-1	Authority and Signature Page for Failure to Reach Agreement on IFM
Q	Required Partner Appeal Form

## Legal Authority

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The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Local Elected Official (CLEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

This Memorandum of Understanding and the Infrastructure Funding Agreement is subject to the Georgia Open Records Act.

# Memorandum of Understanding

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This MOU is executed between the Southern Georgia Workforce Development Board (SGWDB), the WorkSource Southern Georgia Partners (Partners), the Local Workforce Development Board Chair (LWDB Chair) and the Chief Local Elected Official (CLEO). They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the One-Stop Centers in the Southern Georgia Local Workforce Development Area (LWDA). The SGWDB provides local oversight of workforce programming for the LWDA.

The SGWDB, with the agreement of the CLEO, has (competitively) selected the Georgia Department of Labor (GDOL) as the one-stop operator for the LWDA, as further outlined in the [One-Stop Operator](#) section.

The [One-Stop Operating Budget](#) and [Infrastructure Funding Agreement](#) establish a financial plan, including terms and conditions, to fund the services and operating costs of the WorkSource Southern Georgia/American Job Centers (One-Stop) network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the LWDA’s high-standard One-Stop Center network.

The [Vision](#), [Mission](#), [System Structure](#), [Terms and Conditions](#), [Negotiations](#), [One-Stop Operating Budget](#), and [Infrastructure Funding Agreement](#) outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Southern Georgia community.

# Introduction

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Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

The SGWDB seeks to establish a system that stands in stark contrast to the “traditional”/historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the LWDA create a seamless, customer-focused One-Stop Center network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

## **Vision**

Empower Southern Georgia employers, individuals, and communities to prosper and grow the region’s economy through a workforce development system that is inherently customer-centered, seamless, and effective.

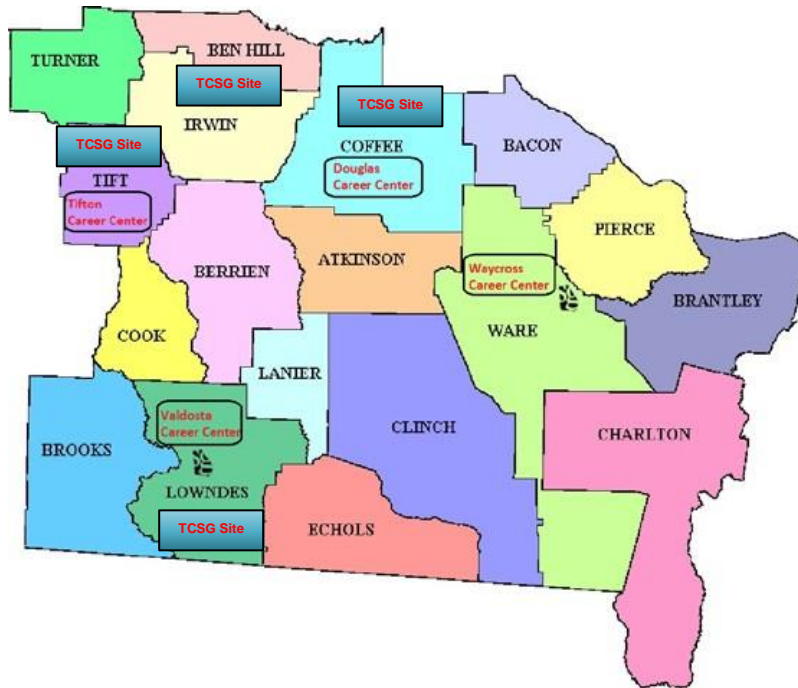
## **Mission**

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

# System Structure

## One-Stop Centers

The LWDA has four One-Stop Centers that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.



### One-Stop Center – Valdosta (Comprehensive)

William Palmer, Career Center Manager	(229) 333-5211
221 South Ashley Street Valdosta, GA 31601	8:00am – 4:30pm <a href="https://dol.georgia.gov">https://dol.georgia.gov</a>

### One-Stop Center - Douglas (Affiliate)

Madean Fields, Supervisor	(912) 389-4254
70 Lockwood Drive Douglas, GA 31533	8:00am – 4:30pm <a href="https://dol.georgia.gov">https://dol.georgia.gov</a>

### One-Stop Center - Tifton (Affiliate)

Donna Martin, Career Center Manager	(229) 286-3322
310 South Tift Avenue Tifton, GA 31794	8:00am – 4:30pm <a href="https://dol.georgia.gov">https://dol.georgia.gov</a>

### One-Stop Center - Waycross (Affiliate)

Kermit Sears, Interim Manager	(912) 285-6105
600 Plant Avenue Waycross, GA 31501	8:00am – 4:30pm <a href="https://dol.georgia.gov">https://dol.georgia.gov</a>

## **Technical College System of Georgia (TCSG) Affiliate Sites**

In addition to the Georgia Department of Labor One Stop Centers, the system structure includes TCSG Affiliate sites where WIOA Title I Adult, Dislocated Worker or Youth services are delivered.

### **Southern Regional Technical College – Tifton Campus**

Jim Glass, President	(229) 391-2600
52 Tech Drive Tifton, GA 31794	7:30am – 5:30pm Monday – Thursday <a href="https://southernregional.edu/">https://southernregional.edu/</a>

### **Wiregrass Georgia Technical College – Valdosta Campus (Main)**

DeAnnia Clements, Interim President	(229) 333-2100
4089 Val Tech Road Valdosta, GA 31602	7:30am – 5:30pm Monday – Thursday <a href="https://www.wiregrass.edu/">https://www.wiregrass.edu/</a>

### **Wiregrass Georgia Technical College – Ben Hill – Irwin Campus**

DeAnnia Clements, Interim President	(229) 468-2000
667 Perry House Road Fitzgerald, GA 31750	7:30am – 5:30pm Monday – Thursday <a href="https://www.wiregrass.edu/">https://www.wiregrass.edu/</a>

### **Wiregrass Georgia Technical College – Coffee Campus**

DeAnnia Clements, Interim President	(912) 389-4303
706 West Baker Highway Douglas, GA 31533	7:30am – 5:30pm Monday – Thursday <a href="https://www.wiregrass.edu/">https://www.wiregrass.edu/</a>

## **One-Stop Operator**

The SGWDB selected the one-stop operator, GDOL, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Southern Georgia Regional Commission website at: [www.sgrc.us](http://www.sgrc.us). The State requires that the one-stop operator is re-competed at least every three years and no later than every four years.

Functional details are outlined in the [Roles and Responsibilities of Partners](#) section, under [One-Stop Operator](#).



## Partners

Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
<b>Physically Co-Located at an Valdosta One-Stop Center</b>				
Adult Education	Technical College System of Georgia (TCSG)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program.	Rebecca Ellis Adult Education Director of Accountability  Designated DeAnnia Clements @ Wiregrass Georgia Technical College for Signature	Office of Adult & Technical Education 1800 Century Place NE Suite 400 Atlanta, GA 30345 (404) 679-4970 <a href="mailto:Rellis@tcsgeu.edu">Rellis@tcsgeu.edu</a>
Department of Rehabilitation Services	Georgia Vocational Rehabilitation Agency	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA.	Christopher Wells Executive Director Julie O'Connor is contact	200 Piedmont Ave. SE West Tower Suite 1408 Atlanta, GA 30334 (404) 232-1977 <a href="mailto:Julie.OConnor@gvs.ga.gov">Julie.OConnor@gvs.ga.gov</a>
Jobs for Veterans State Grants (JVSG)  Trade Adjustment Assistance (TAA)  Wagner-Peyser Employment Services (ES)  Unemployment Insurance (UI)	Georgia Department of Labor	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.  Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)  Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange.  Unemployment Insurance (UI) programs under state unemployment compensation	Christina Smith Chief of Staff	148 Andrew Young Blvd. Suite 718 Atlanta, GA 30303 (404) 232-7300 <a href="mailto:Christina.Smith@gdol.ga.gov">Christina.Smith@gdol.ga.gov</a>  Janice Davis (contact) Director of Statewide Operations <a href="mailto:Janice.Davis@gdol.ga.gov">Janice.Davis@gdol.ga.gov</a> (404) 416-7628
Migrant and Seasonal Farmworkers	Telamon Corporation	National Farmworker Jobs Program (NFJP), WIOA Sec. 167.	Susan Oney Vice President of Workforce & Career Services	5560 Munford Road Suite 107 Raleigh, NC 27612 (919) 239-8116 <a href="mailto:sony@telamon.org">sony@telamon.org</a>
WIOA Adult, Dislocated Worker, and Youth Programs	Southern Georgia Regional Commission/Southern Georgia Workforce Development Board	WIOA title I Adult, Dislocated Worker, and Youth Programs	Lisa Cribb Executive Director	1725 South Georgia Parkway West Waycross, GA 31503 (912) 285-6097 <a href="mailto:lcribb@sgrc.us">lcribb@sgrc.us</a>

Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Not Physically Co-Located at the Valdosta One-Stop Center				
Senior Community Service Employment Program	Legacy Link	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Melissa Armstrong Chief Executive Officer	P.O. Box 1480 Oakwood, GA 30566 (706) 889-6526 <a href="mailto:mlarmstrong@legacylink.org">mlarmstrong@legacylink.org</a>
Technical College	Southern Regional Technical College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Jim Glass President	15689 U.S. Highway 19 North Thomasville, GA 31792 (229) 823-1157 <a href="mailto:jglass@southernregional.edu">jglass@southernregional.edu</a>
Technical College	Wiregrass Georgia Technical College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	DeAnnia Clements Interim President	4089 Val Tech Road Valdosta, GA 31602 (229) 333-2100 <a href="mailto:deannia.clements@wiregrass.edu">deannia.clements@wiregrass.edu</a>
Technical College	Coastal Pines Technical College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Lonnie Roberts President	1701 Carswell Ave. Waycross, GA 31503 (912) 287-6584 <a href="mailto:lroberts@coastalpines.edu">lroberts@coastalpines.edu</a>

## Terms and Conditions

### Partner Services

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the One-Stop Center network system. Additional services may be provided on a case by case basis and with the approval of the SGWDB and the CLEO.

BUSINESS SERVICES		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

<b>JOB SEEKER SERVICES</b>		
<b><u>Basic Career Services</u></b>	<b><u>Individualized Career Services</u></b>	<b><u>Training</u></b>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support ( → <i>This is not an individualized career service, but listed here for completeness.</i> )	Other training services as determined by the workforce partner's governing rules

## YOUTH SERVICES

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
<p>Paid and unpaid work experiences that have as a component academic and occupational education, which may include:</p> <p>Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.</p>	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

## **Partner On-Site Representation Schedule**

See *Attachment A: Partner On-Site Representation Schedule*

### **Roles and Responsibilities of Partners**

The Parties to this agreement will work closely together to ensure that all One-Stop Centers and TCSG Affiliate Sites are high- performing work places with staff who will ensure quality of service.

#### **◆ All Parties**

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ all amendments to each, and
- ❖ all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service



delivery protocols for the services outlined in the Partner Services section above,

- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- ❖ Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

#### ◆ **Chief Local Elected Official**

The CLEO for the Southern Georgia LWDA will, at a minimum:

- ❖ In Partnership with the SGWDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the LWDB and its Partners, and that incorporates plans for each of the Local areas in the planning region,
- ❖ Approve the SGWDB budget and workforce center cost allocation plan,
- ❖ Approve the selection of the one-stop operator following the competitive procurement process, and
- ❖ Coordinate with the SGWDB to oversee the operations of the One-Stop Center network.

#### ◆ **Southern Georgia LWDB**

The SGWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA and/or the region are met, to the maximum extent possible with available resources.

The LWDB will, at a minimum:

- ❖ In Partnership with the CLEO and other applicable Partners within the LWDA, develop and submit a LWDA/Regional plan that includes a description of the activities that shall be undertaken by the LWDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce- related policies to the regional plan and economy,
- ❖ In collaboration and Partnership with the CLEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- ❖ In cooperation with the CLEO and the LWDB, design and approve the One-Stop Center network structure. This includes, but is not limited to:
- ❖ Adequate, sufficient, and accessible one-stop center locations and facilities,
- ❖ Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
- ❖ A holistic system of supporting services, and
- ❖ One or more competitively procured one-stop operators.
- ❖ In collaboration with the CLEO, designate through a competitive process, oversee,

monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),

- ❖ Determine the role and day-to-day duties of the one-stop operator,
- ❖ Approve annual budget allocations for operation of the One-Stop Center network,
- ❖ Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the One-Stop Center network to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the LWDA and one-stop operator.

#### ◆ **Local Workforce Development Board Staff**

Specific responsibilities include, at a minimum:

- ❖ Assist the CLEO and the LWDB with the development and submission of a single regional plan,
- ❖ Support the LWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- ❖ Provide operational and grant-specific guidance to the one-stop operator,
- ❖ Investigate and resolve elevated customer complaints and grievance issues,
- ❖ Prepare regular reports and recommendations to the LWDB, and
- ❖ Oversee negotiations and maintenance of MOUs with one-stop Partners.

#### ◆ **One-Stop Operator**

GDOL will employ one (1) One Stop Coordinator (OSC) (see [One-Stop Centers](#) section above) who will act as a “functional leader”. As such, they will have the authority to organize and coordinate Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator, through the OSC, will, at a minimum:

- ❖ Manage daily operations, including but not limited to:
- ❖ Managing and coordinating Partner responsibilities, as defined in this MOU,
- ❖ Coordinating daily work schedules and work flow based upon operational needs, and
- ❖ Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
- ❖ Assist the LWDB in establishing and maintaining the One-Stop Center network structure.

This includes but is not limited to:

- ❖ Ensuring that State requirements for center certification are met and maintained,

- ❖ Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
- ❖ Ensuring that LWDB policies are implemented and adhered to,
- ❖ Adhering to the provisions outlined in the contract with the LWDB and the LWDB Business Plan,
- ❖ Reinforcing strategic objectives of the LWDB to Partners, and
- ❖ Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- ❖ Integrate systems and coordinate services for the center and its Partners, placing priority on customer service.
- ❖ Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- ❖ Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team.
- ❖ Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- ❖ The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- ❖ Oversee and coordinate partner, program, and One-Stop Center network performance. This includes but is not limited to:
- ❖ Providing and/or contributing to reports of center activities, as requested by the LWDB,
- ❖ Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
- ❖ Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status,
- ❖ Identifying and facilitating the timely resolution of complaints, problems, and other issues,
- ❖ Collaborating with the LWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR

361.38, and 20 CFR part 603),

- ❖ Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
- ❖ Evaluating customer satisfaction data and propose service strategy changes to the LWDB based on findings.
- ❖ Manage fiscal responsibilities and records for the center. This includes assisting the LWDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

GDOL will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or selector terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the LWDB. The LWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

### ◆ **Partners**

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- ❖ Effective communication, information sharing, and collaboration with the one-stop operator,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ The design and use of common intake, assessment, referral, and case management processes,
- ❖ The use of common and/or linked data management systems and data sharing methods, as appropriate,
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

### **Data Sharing**

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout

customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the LWDB's policies and procedures regarding the safeguarding of PII.
- ❖ The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603 and O.C.G.A. § 34-8-120, et.seq.
- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- ❖ Customer data may be shared with other programs, for those programs' purposes, within the One-Stop Center network only after the informed written consent of the individual has been obtained, where required.
- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- ❖ All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All One-Stop Center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

No part shall disclose PII or confidential information, requested by legal process or otherwise, received from another party pursuant to this MOU, without the express written approval of the Party from which the information originated. In such matters, the Party from which the information originated will determine whether the information may legally be disclosed. The Party for which the information was requested may only release the requested information after receiving written instructions from the Party from which the information originated.

### **Confidentiality**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, O.C.G.A. § 34-8-120, et.seq., 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by

the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## **Referrals**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the LWDA One-Stop Center network,
- ❖ Develop materials summarizing their program requirements and making them available for Partners and customers,
- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- ❖ Provide substantive referrals – in accordance with the LWDA Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources

are being leveraged at an optimal level.

## **Accessibility**

Accessibility to the services provided by the One-Stop Centers and all Partner agencies is essential to meeting the requirements and goals of the One-Stop Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state and federal law.

### ◆ **Physical Accessibility**

One-stop centers and TCSG Affiliate Sites will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

### ◆ **Virtual Accessibility**

The LWDB will work with the Georgia State Workforce Development Board (SWDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the LWDB to post content through its website.

### ◆ **Communication Accessibility**

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

### ◆ **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will



cooperate with compliance monitoring that is conducted at the Local level to ensure that One-Stop Center programs, services, technology, and materials are physically and programmatically accessible and available to all.

Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the One-Stop Center network.

## **Outreach**

The LWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- ❖ Specific steps to be taken by each partner,
- ❖ An outreach plan to the region's human resources professionals,
- ❖ An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- ❖ An outreach and recruitment plan for out-of-school youth,
- ❖ Sector strategies and career pathways,
- ❖ Connections to registered apprenticeship,
- ❖ A plan for messaging to internal audiences,
- ❖ An outreach tool kit for Partners,
- ❖ Regular use of social media,
- ❖ Clear objectives and expected outcomes, and
- ❖ Leveraging of any statewide outreach materials relevant to the region.

## **Monitoring**

The LWDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

## **Non-Discrimination and Equal Opportunity**

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or express, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **Indemnification**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the LWDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the LWDB or the one-stop operator.

## **Severability**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

## **Drug and Alcohol-free Workplace**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

## **Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

## **Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by

the U.S. Department of Education at 2 CFR 3485.

### **Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

### **Buy American Provision**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

### **Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

### **Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

### **Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of Georgia. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

The venue for any legal proceedings between or among the PARTNERS that relate to this MOU and IFA shall be Fulton County, Georgia.

# Negotiations

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## Steps to Reach Consensus

### **1. Notification to Partners**

The LWDB Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

### **2. Preparation of Documents**

The following documents will be prepared in advance and sent to all individuals listed on the roster.

- Roster

In order to ensure the correct individuals are present at the meeting(s), a roster must be created which includes a representative from each of the required partner programs in the LWDA. The representatives must be authorized to make financial and service delivery commitments on their agency's behalf. LWDB's must appoint a representative to attend the meetings as well (in addition to the LWDA Director who will represent for WIOA Title I-B programs).

- Comprehensive list identifying all affiliate and comprehensive one-stop sites.

It should be noted if a current Georgia Department of Labor Career Center may or will be used as the comprehensive one-stop, the negotiations group must be notified.

- Proposed Comprehensive One Stop Budget

This budget will only include those items which federal regulations allow to be factored into the shared comprehensive one-stop infrastructure budget. The budget will include costs for operating each physical service delivery site within the LWDA service area.

- Proposed Memorandum of Understanding & Infrastructure Funding Agreement

- Past Memorandum of Understanding and Infrastructure Funding Agreement

### **3. Infrastructure Budget Meeting (IBM)**

The LWDB Chair (or designee) is responsible for convening all required and optional One-Stop Center Partners for the Infrastructure Budget Meeting. At the meeting, the LWDB Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

### **4. Negotiations & Consensus**

In accordance with 20 CFR 678.725, the Partners must notify the Governor concerning the results of the MOU and IFA negotiations. The LWDA Chair (or designee) will ask for a consensus in writing within three (3) business days of the IBM. The LWDA will utilize **Attachment O: Notification to Governor of MOU Negotiations** which must be signed by all parties in the negotiation process. For Program Year 2020 this document must be completed and return to TCSC, OWD no later than May 15, 2020.

During this time period it is advised that each Party allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the LWDB Chair (or designee) to ensure all One-Stop Center Partners to the MOU are aware of the comments and revisions that are needed.

## **5. Finalized Draft**

The LWDB Chair (or designee) must circulate the finalized MOU and IFA no later than June 1, 2020. The MOU and IFA will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties. This must happen no later than June 30, 2020. The MOU and IFA may be signed in counterparts, meaning each signatory can sign a separate document as long as the LWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the documents to all Partners.

If determined that a Partner is unwilling to sign the MOU, then the LWDB Chair (or designee) must ensure that the dispute resolution process is followed.

## **Dispute Resolution**

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all Parties to the MOU regarding the conflict within 108 business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a simple majority consent of the Executive Committee members present.
- ❖ The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- ❖ The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

## **Modification Process**

### **1. Notification**

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

### **2. Discussion/Negotiation**

Upon notification, the LWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the LWDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the LWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the LWDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the LWDB Chair (or designee) must ensure that the process in the [Dispute Resolution](#) section is followed.

### **3. Signatures**

The LWDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the LWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

## **Termination**

This MOU will remain in effect until the end date specified in the [Effective Period](#) section below, unless:

- ❖ All Parties mutually agree to terminate this MOU prior to the end date.
- ❖ Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- ❖ WIOA is repealed or superseded by subsequent federal law.
- ❖ Local area designation is changed under WIOA.
- ❖ A party breaches any provision of this MOU and such breach is not cured within thirty (30)

days after receiving written notice from the LWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the [Modification Process](#) section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Further, pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive.

### **Effective Period**

This MOU is entered into on July 1, 2020. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2023, unless any of the reasons in the [Termination](#) section apply.



# One Stop Operating Budget

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The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- ❖ Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- ❖ Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- ❖ Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- ❖ Ensures that costs are appropriately shared by One-Stop Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the LWDA's high-standard One-Stop Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- ❖ Infrastructure costs (also separately outlined in the [Infrastructure Funding Agreement](#) (IFA)),
- ❖ Career services, and
- ❖ Shared services.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

For details please see ***Attachment B: One-Stop Operating Budget***

## **Cost Allocation Methodology**

All Partners in the Southern Georgia LWDA are physically co-located in the Comprehensive One-Stop Center as outlined in ***Attachment B: Partner On-Site Representation Schedule***, with the following exceptions:

- Senior Community Service Employment Program – Legacy Link
- Technical College – Coastal Pines Technical College
- Technical College – Southern Regional Technical College
- Technical College – Wiregrass Georgia Technical College
- WIOA Title I Adult, DW and Youth Services

These partners/programs are linked virtually through online service access to a program staff member via One-Stop Center resource rooms and through cross-trained front desk staff and other,

physically co- located, partner staff who can provide information and referrals.

The LWDA utilizes a weighted square footage methodology as the allocation bases – as outlined below to determine the overall Partner contributions.

This was done in an effort:

- 1) To remedy the imbalance of non-physically represented Partners, and
- 2) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

Please see ***Attachment D: Cost Allocation Details***

## **Infrastructure Costs**

### **◆ Physical Co-Location**

The costs for infrastructure have been allocated to partners based on a weighted square footage methodology. All associated infrastructure costs are added together and then divided by the partner's square footage usage. We have identified the size of a cubicle (64 sq. ft.) and office (120 sq. ft.) based on the average square footage of those spaces in GDOL Career Centers. Partners will be charged for their direct square footage usage. The weighted direct square footage cost is then increased by 30% to include shared circulation costs. Shared circulation includes spaces such as waiting rooms, resources rooms, bathrooms, breakrooms, etc.. The formula for this calculations is (Direct Cost per Sq. Ft X 1.3). This percentage has been confirmed as reasonable by the State Properties Commission (SPC). The GDOL federally approved indirect rate is then applied to this calculation to cover the costs associated with property and contract management, as well as WIOA required invoicing and reconciliation. The space occupied by partners will include basic furniture, building related services, maintenance, security, and telephone and computer access. If GDOL is asked to supply additional software licensing based on partner usage, then any additional cost may be resolved during reconciliation.

If a partner will be in the one-stop 20 hours a week or less, the costs of the cubicle or office can be divided in half.

### **◆ Electronic Co-Location**

The weighted square footage cost includes everything that should be calculated as an infrastructure cost, including technology. GDOL proposes to charge for electronic co-location based on the price of a cubicle. (The cubicle methodology is described above.) This cubicle represents a technology access spot that will be identified in every GDOL Career Center that has been chosen as the Comprehensive One-stop. The access spot will include a computer with Skype access, a VOiP phone line, and all required disability accommodations. The price for the access spot can be divided by the number of partners that are co-locating electronically.

### **◆ Other Shared Costs**

The services that are utilized by all of the partners in this region is the staffing associated with ushering a customer from the door of the center to the point of partner referral. These

services are generally carried out by front desk and resource room staff. Those individuals have the job title of either service specialist or service specialist assistant. To ensure uniformity, GDOL will charge for these salaries based on the State of Georgia mid-point plus the state benefits package. The costs for “other shared costs” will be allocated to partners based on a usage methodology. The Department of Labor will calculate usage based on the amount of referrals that each partners receives from the common area staff at the Comprehensive One-stop through the CICS data system. Partners will be given reports regularly, and will be able to confirm their totals using their own data systems. The “other shared costs” total will then be divided by the percentage of referrals that a program receives. For example, if the center staff completed 100 referrals, and WIOA received 10 referrals, then WIOA would be responsible for 10% of the “other shared costs”.

After the first quarter’s reconciliation, the amount each partner will be responsible for will be calculated. In-Kind Contributions may be used to offset other shared costs.

Please see ***Attachment C: Other Shared Costs Details***

### **Cost Reconciliation and Allocation Base Update**

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- ❖ Partners will provide the LWDB with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
  - Quarterly cost information and documentation of the actual costs,
  - Updated staffing information (per the 1<sup>st</sup> day of the 1<sup>st</sup> month of each quarter), and
  - Actual customer participation numbers (per the last day of the last month of each quarter).

Upon receipt of the above information, the LWDB will:

- ❖ Compare budgeted costs to actual costs,
- ❖ Update the allocation bases, and
- ❖ Apply the updated allocation bases, as described in the [Cost Allocation Methodology](#) section above, to determine the actual costs allocable to each partner.
- ❖ The LWDB will prepare an updated budget document showing cost adjustments and will submit this document to the Georgia Department of Labor. A copy of the revised document will be sent to all Partners as well.
- ❖ Quarterly Invoices for One-Stop and One-Stop Affiliate (not TCSG Affiliate Sites) sites will be issued from the Georgia Department of Labor directly to each partner.
- ❖ Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payments no later than fifteen (15) days following receipt. Payments will be made directly to the Georgia Department of Labor. Payment of the invoice signifies agreement with the costs in the adjusted budget.
- ❖ Partners will communicate any disputes with costs in the invoice or the adjusted budget to the LWDB in writing. The LWDB will review the disputed cost items with GDOL and respond accordingly to the Partner within ten (10) days of receipt of notice of disputed costs.

# Infrastructure Funding Agreement

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One-Stop Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop Center, including, but not limited to:

- ❖ Rental of the facilities;
- ❖ Utilities and maintenance;
- ❖ Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- ❖ Technology to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities.

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

## **Partners**

Partners funding the costs of infrastructure according to this IFA are the same as identified in the [Partners](#) section of the MOU.

## **Cost Allocation Methodology**

All Parties agree that the cost allocation methodology for this IFA will be the same as described in the [Cost Allocation Methodology](#) section of the MOU.

## **Cost Reconciliation and Allocation Base Update**

All Parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the [Cost Reconciliation and Allocation Base Update](#) section of the MOU.

## **Steps to Reach Consensus**

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the [Steps to Reach Consensus](#) section of the MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the One-Stop Center network.

## **Dispute and Impasse Resolution**

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the [Dispute Resolution](#) section of the MOU must be followed.

If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

### **1. Notice of failure to reach consensus given to the Governor.**

If the Parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each Local Partner program, the LWDB is required to notify the Governor. For Program Year 2020 notification must be given to the Governor by May 15, 2020 utilizing ***Attachment O: Notification to Governor of MOU Negotiations*** and/or ***Attachment P: Failure to Reach Agreement on Infrastructure Funding Methodology***.

### **2. Negotiation materials provided to Governor.**

The LWDB Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the LWDB Chair (or designee) must provide to the Governor:

- ❖ The LWDA Local Plan;
- ❖ Proposed Cost Allocation Methodologies;
- ❖ Proposed Infrastructure Funding Agreement;
- ❖ Total required partner funds included in the budget;
- ❖ Type of funds or non-cash contributions to be contributed by each required partner;
- ❖ Proposed One-Stop budget;
- ❖ MOU(s) (including any partially completed MOUs);
- ❖ Summary of the negotiations;
- ❖ Meeting minutes from all the negotiation meetings; and
- ❖ All other documents the LWDA may deem relevant, and a clear explanation of why the documents are relevant.

The LWDB may also provide the Governor with additional materials that they or the Governor find to be appropriate.

### **3. Governor Determinations and Calculations**

The Governor will:

- ❖ Determine one-stop center infrastructure budget(s),
- ❖ Establish cost allocation methodology(s),
- ❖ Determine Partners' proportionate shares,
- ❖ Calculate statewide caps,
- ❖ Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- ❖ Adjust allocations.

Once all determinations and calculations are completed, the Governor will notify the LWDB Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

### **4. IFA Execution**

The IFA becomes effective as of the date of signing by the final signatory.

## **Appeals**

In the event local infrastructure negotiations fail and the SFM is utilized to determine the required partners' infrastructure funding contributions, required partners may appeal the application of the State Infrastructure Funding Mechanism on certain limited grounds.

A Partner may only appeal the SFM apportionment on three grounds, per 20 CFR 678.750. These three grounds are if "the Governor's determination is inconsistent with:

1. Proportionate share requirements set forth in 678.734(a)
2. Cost contribution limitations set forth in 678.735; or
3. Cost contribution caps set forth in 678.738"

Any appeal by a required partner of the apportionment determined through the use of the SFM must be filed with OWD using **Attachment Q: Required Partner Appeal Form**. In the event a required partner files a timely appeal, OWD shall determine the merit of the appeal. If the appeal is meritorious, OWD will convene the SWDB's Executive Committee to review the appeal and modify the SFM to account for the issue(s) identified in the appeal. The SWDB Executive Committee's review of the appeal and modification of the SFM shall be conducted no later than sixty (60) days from December 1<sup>st</sup>.

## **Modification Process**

All Parties agree to abide by the process for modification, as outlined in the [Modification Process](#) section of the MOU.

## **Complete Understanding**

This Agreement, including all exhibits attached hereto, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement.

## **Effective Period**

This IFA is entered into on July 1, 2021. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2022, unless any of the reasons in the [Termination](#) section of the MOU apply.

Please see the following attachments for details regarding partner contributions:

**Attachment E: Comprehensive One-Stop (Valdosta) Partner Contributions**

**Attachment F: Affiliate One-Stop (Douglas) Partner Contributions**

**Attachment G: Affiliate One-Stop (Tifton) Partner Contributions**

**Attachment H: Affiliate One-Stop (Waycross) Partner Contributions**

**Attachment I: TCSG Affiliate Site Southern Regional Technical College (Tifton) Partner Contributions**

**Attachment J: TCSG Affiliate Site Wiregrass Georgia Technical College (Ben Hill-Irwin) Partner Contributions**

**Attachment K: TCSG Affiliate Site Wiregrass Georgia Technical College (Douglas) Partner Contributions**

**Attachment L: TCSG Affiliate Site Wiregrass Georgia Technical College (Valdosta) Partner Contributions**

**Attachment M: Authority and Signature Page for MOU and IFA**

# Definitions

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## **One-Stop Delivery System**

The one-stop delivery system (herein also referred to as the One-Stop Center network) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers. [20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

## **Required One-Stop Partners**

### ◆ **Department of Labor**

- ❖ WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- ❖ Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- ❖ Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- ❖ Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- ❖ Unemployment Compensation (UC) programs;
- ❖ Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- ❖ Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

### ◆ **Department of Education**

- ❖ Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- ❖ Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- ❖ The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;



## ◆ **Department of Housing and Urban Development**

- ❖ Employment and training programs

## ◆ **Department of Health and Human Services**

- ❖ Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- ❖ Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b). [WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

### **Additional One-Stop Partners**

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the One-Stop Center network if the LWDB and CLEO approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b–19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

### **Infrastructure Costs**

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure. [WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

### **Additional Costs**

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services.

[WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA

### **Shared Operating Costs and Shared Services**

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services. [WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-3, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

### **One Stop Operating Budget**

The one-stop operating budget of one-stop centers is the financial plan that the one-stop partners, the CLEO, and the LWDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The one-stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

### **Infrastructure Funding Agreement (IFA)**

The IFA contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the LWDBs, one-stop partners, and CLEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall

one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the LWDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CLEO, and LWDB participating in the IFA.

Changes in the one-stop Partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU. [TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

## **Funding Types**

### **◆ Cash**

- ❖ Cash funds provided to the LWDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

### **◆ Non-Cash**

- ❖ Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- ❖ Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

### **◆ Third-party In-kind**

- ❖ Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
- ❖ Support the one-stop center in general; or
- ❖ Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

## **Allocation**

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. [2 CFR 200.4]

## **Cost Objective**

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also §§ 200.44 Final cost objective and 200.60 Intermediate cost objective. [2 CFR 200.28]

## Attachment A: Partner On-Site Representation Schedule

Program Year 2022 (July 1, 2022 - June 30, 2023)

One-Stop Center - Valdosta (Comprehensive)				
Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>Georgia Vocational Rehabilitation Agency</b> Department of Rehabilitation Services	7	40	Mon-Fri	8:00am – 4:30pm
<b>Georgia Department of Labor (programs below)</b>				
Unemployment Insurance (UI) / Wagner-Peyser Employment Services (ES) (manager)	1	40	Mon-Fri	Varies – but coverage during 8:00am – 4:30pm
Unemployment Insurance (UI) / Wagner-Peyser Employment Services (ES) (supervisor)	1	40		
Unemployment Insurance (UI) / Wagner-Peyser Employment Services (ES)	7	40		
Part-time Contingency worker	1	29		
	1	20		
<b>Georgia Department of Labor (programs below)</b> Tax & Business Services Unit	1	40	Mon-Fri	8:00am – 4:30pm
<b>Georgia Department of Labor (programs below)</b> Jobs for Veterans State Grants (JVSG)	3	40	Mon-Fri	8:00am – 4:30pm
<b>Georgia Department of Labor (programs below)</b> Migrant and Seasonal Farmworkers	0	0	Mon-Fri	8:00am – 4:30pm
<b>Georgia Department of Labor (programs below)</b> State Monitor Advocate	1	40	Mon-Fri	8:00am – 4:30pm
<b>Telamon Corporation</b> Migrant and Seasonal Farmworkers	3	40	Mon-Fri	8:00am – 4:30pm
<b>WIOA Title I Adult, DW and Youth Services</b>	4	40	Mon-Fri	8:00am – 4:30pm
<b>Other Partners - On Site as Needed</b> Job Corps	0	0	As Needed	On site as needed. Makes appointments to see customers.
<b>Electronic Co-Location (programs below)</b> Adult Education & Literacy Title II ( <i>Wiregrass Georgia Technical College</i> ) Carl D. Perkins - Southern Regional Technical College Carl D. Perkins - Wiregrass Georgia Technical College Senior Community Service Employment Program (Legacy Link)	These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.			

One-Stop Center - Douglas (Affiliate)				
Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>Georgia Vocational Rehabilitation Agency</b> Department of Rehabilitation Services	1	0	As Needed	As Needed
<b>Georgia Department of Labor (programs below)</b>				
Unemployment Insurance (UI) / Wagner-Peyser Employment Services (ES) (supervisor)	1	40	Mon-Fri	8:00am – 4:30pm
Unemployment Insurance (UI) / Wagner-Peyser Employment Services (ES)	4	40		
Jobs for Veterans State Grants (JVSG)	2	40		
Migrant and Seasonal Farmworkers	1	40		
Trade Adjustment Assistance (TAA)	0	0		
<b>Senior Community Service Employment (Legacy Link)</b>	4	40	Mon-Fri	8:00am - 4:30pm
<b>Other Partners - On Site as Needed</b> Migrant and Seasonal Farmworkers (Telamon) WIOA Title I Adult, DW & Youth Services	0	0	As Needed	On site as needed. Makes appointments to see customers.

# Attachment A: Partner On-Site Representation Schedule

Program Year 2022 (July 1, 2022 - June 30, 2023)

One-Stop Center - Tifton (Affiliate)				
Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>Georgia Department of Labor</b> (programs below)				
Unemployment Insurance (UI) /	1	40	Mon-Fri	8:00am – 4:30pm
Wagner-Peyser Employment Services (ES) (manager)				
Unemployment Insurance (UI) /	1	30		
Wagner-Peyser Employment Services (ES) (supervisor)				
Unemployment Insurance (UI) /	4	10		
Wagner-Peyser Employment Services (ES)	0	0		
Trade Adjustment Assistance (TAA)	1	40		
Jobs for Veterans State Grants (JVSG)	1	20		
Migrant and Seasonal Farmworkers	1	30		
<b>Other Partners - On Site as Needed</b>				
Adult Education - Southern Regional Technical College	0	0	As Needed	On site as needed. Makes appointments to see customers.
Adult Education - Wiregrass Georgia Technical College				
Migrant and Seasonal Farmworkers (Telamon)				
Job Corps				
WIOA Title I Adult, DW and Youth Services				

One-Stop Center - Waycross (Affiliate)				
Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>Georgia Department of Labor</b> (programs below)				
Unemployment Insurance (UI) /	1	40	Mon-Fri	8:00am – 4:30pm
Wagner-Peyser Employment Services (ES) (manager)				
Unemployment Insurance (UI) /	2	40	Mon-Fri	
Wagner-Peyser Employment Services (ES)	1	40	Mon-Fri	
Claim Examining Unit (UI/ES)	1	40	Mon-Fri	
Jobs for Veterans State Grants (JVSG)	1	40	Mon-Fri	
Tax & Business Services Unit	3	40	Mon-Fri	
<b>Other Partners - On Site as Needed</b>				
Adult Education - Coastal Pines Technical College	0	0	As Needed	On site as needed. Makes appointments to see customers.
Senior Community Service Employment Program				
Job Corps				
WIOA Title I Adult, DW and Youth Services				

TCSG - Southern Regional Technical College - Tifton Campus (Affiliate)				
Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>WIOA Title I Adult, DW &amp; Youth Services</b>	1	40	Mon-Fri	8:00am – 4:30pm

**Attachment A: Partner On-Site Representation Schedule***Program Year 2022 (July 1, 2022 - June 30, 2023)***TCSG - Wiregrass Georgia Technical College - Ben Hill-Irwin Campus (Affiliate)**

Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>WIOA Title I Adult, DW &amp; Youth Services</b>				
Program Coordinator	0	0	Mon-Thurs	7:00am - 5:30pm
Assistant Coordinator	1	40		

**TCSG - Wiregrass Georgia Technical College - Coffee Campus (Affiliate)**

Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>WIOA Title I Adult, DW &amp; Youth Services</b>				
Program Coordinator	1	40	Mon-Thurs	7:00am - 5:30pm
Adult Education Instructor	1	40		

**TCSG - Wiregrass Georgia Technical College - Valdosta Campus (Affiliate)**

Partner Program	# of Staff	Hours/Week	Scheduled Days	Coverage/Scheduled Hours
<b>WIOA Title I Adult, DW &amp; Youth Services</b>				
Program Director	1	40	Mon-Thurs	7:00am - 5:30pm
Program Coordinator	1	40		
Assistant Coordinator	1	40		
Adult Education Instructor	1	40		

**Attachment B: One-Stop Operating Budget**  
*Program Year 2022 (July 1, 2022 - June 30, 2023)*

## One Stop Operating Budget

	Comprehensive Valdosta	Affiliate Douglas	Affiliate Tifton	Affiliate Waycross
<b>Facilities Cost</b>				
Lease Cost	\$ 469,157.04	\$ 237,625.08	\$ 145,880.76	\$ 144,771.00
Facility Maintenance	\$ 2,153.52	\$ 804.00	\$ 6,093.36	\$ 6,142.00
Property and Casualty Insurance	\$ 425.64	\$ 237.82	\$ 138.55	\$ 104.09
Security Service	\$ 66,000.00	\$ 30,622.00	\$ 31,066.56	\$ 30,430.40
Cleaning Services	\$ -	\$ 11,880.00	\$ 10,890.00	\$ 23,160.00
Utilities	\$ -	\$ 22,380.54	\$ 21,615.11	\$ 21,873.56
<b>Total Facilities Cost</b>	<b>\$ 537,736.20</b>	<b>\$ 303,549.44</b>	<b>\$ 215,684.34</b>	<b>\$ 226,481.05</b>
<b>Technology Costs</b>				
Telecommunications and Internet	\$ 46,859.34	\$ 38,351.08	\$ 13,748.00	\$ 33,505.06
Equipment and Technology Costs	\$ -			\$ -
Assistive Technology	\$ -			
<b>Total Technology Cost</b>	<b>\$ 46,859.34</b>	<b>\$ 38,351.08</b>	<b>\$ 13,748.00</b>	<b>\$ 33,505.06</b>
<b>Total, Infrastructure Costs</b>	<b>\$ 584,595.54</b>	<b>\$ 341,900.52</b>	<b>\$ 229,432.34</b>	<b>\$ 259,986.11</b>
<b>Other Shared Costs</b>				
DOL Services Specialist (Resource Room)6	\$ 53,235.57			
DOL Services Specialist Assistant (Front Desk)	\$ 48,484.09			
<b>Total Other Shared Costs</b>	<b>\$ 101,719.66</b>			
<b>Total Costs</b>	<b>\$ 686,315.20</b>			



### Attachment C: Other Shared Costs

Program Year 2022 (July 1, 2022 - June 30, 2023)

#	Salaries	Salary/HR	% of Time	Weeks/Hrs	Total	Program
1	DOL Services Specialist	\$ 15.47	100%	2,080	\$ 32,177.60	\$ 32,177.60
	Job Code SSP090, PG F					
1	Total # of Staff	Total Staff Salary and Wages			\$ 32,177.60	\$ 32,177.60
1	Staff Fringe Benefits (Total)				Total	Program
	F.I.C.A.	7.65%	x		\$ 32,177.60	\$ 2,461.59
	Worker's Comp/UI	\$ 1,104.00	x		1	\$ 1,104.00
	Health/Welfare	29.45%	x		\$ 32,177.60	\$ 9,476.30
	Retirement/Pension	24.78%	x		\$ 32,177.60	\$ 7,973.61
	Other: Merit Assessment	0.132%	x		\$ 32,177.60	\$ 42.47
				Total Staff Fringe Benefits		\$ 21,057.97
	Explanation: The equivalent of .5 full-time SS works the resource room.				Total Salaries/Fringe	\$ 53,235.57

#	Salaries	Salary/HR	% of Time	Weeks/Hrs	Total	Program
1	DOL Services Specialist Assistant	\$ 14.06	100%	2080	\$ 29,244.80	\$ 29,244.80
	Job Code SST051, PG E					
1	Total # of Staff	Total Staff Salary and Wages			\$ 29,244.80	\$ 29,244.80
1	Staff Fringe Benefits (Total)				Total	Program
	F.I.C.A.	7.65%	x		\$29,245	\$ 2,237.23
	Worker's Comp/UI	\$ 1,104.00	x		1	\$ 1,104.00
	Health/Welfare	29.45%	x		\$29,245	\$ 8,612.59
	Retirement/Pension	24.78%	x		\$29,245	\$ 7,246.86
	Other: Merit Assessment	0.132%	x		\$29,245	\$ 38.60
				Total Staff Fringe Benefits		\$ 19,239.29
	Explanation: The equivalent of 1.1 full-time SA works the front desk.				Total Salaries/Fringe	\$ 48,484.09

Other Shared Cost Total:					\$ 101,719.66
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## Attachment D: Cost Allocation Details

Program Year 2022 (July 1, 2022 - June 30, 2023)

### Cost Allocation - Infrastructure Costs

	Comprehensive Valdosta	Affiliate Douglas	Affiliate Tifton	Affiliate Waycross
<b>Facilities Cost</b>				
Lease Cost	\$ 469,157.04	\$ 237,625.08	\$ 145,880.76	\$ 144,771.00
Facility Maintenance	\$ 2,153.52	\$ 804.00	\$ 6,093.36	\$ 6,142.00
Property and Casualty Insurance	\$ 425.64	\$ 237.82	\$ 138.55	\$ 104.09
Security Service	\$ 66,000.00	\$ 30,622.00	\$ 31,066.56	\$ 30,430.40
Cleaning Services	\$ -	\$ 11,880.00	\$ 10,890.00	\$ 23,160.00
Utilities	\$ -	\$ 22,380.54	\$ 21,615.11	\$ 21,873.56
<b>Technology Costs</b>				
Telecommunications and Internet	\$ 46,859.34	\$ 38,351.08	\$ 13,748.00	\$ 33,505.06
Equipment and Technology Costs	\$ -	\$ -	\$ -	\$ -
Assistive Technology	\$ -	\$ -	\$ -	\$ -
<b>Total, Infrastructure Costs</b>	<b>\$ 584,595.54</b>	<b>\$ 341,900.52</b>	<b>\$ 229,432.34</b>	<b>\$ 259,986.11</b>
Total Square Footage	36,089	14,419	13,250	15,434
\$\$/Square Footage	\$ 16.20	\$ 23.71	\$ 17.32	\$ 16.85
30% Circ.	\$ 4.86	\$ 7.11	\$ 5.19	\$ 5.05
AS&T Indirect 30.60%	\$ 6.44	\$ 9.43	\$ 6.89	\$ 6.70
Full Sq. Ft.	\$ 27.50	\$ 40.26	\$ 29.40	\$ 28.60
Cubicle Cost - Annual (64 Sq. Ft.)	\$ 1,760.14	\$ 2,576.51	\$ 1,881.50	\$ 1,830.37
Cubicle Cost - Monthly	\$ 146.68	\$ 214.71	\$ 156.79	\$ 152.53
Office Cost - Annual (120 Sq. Ft.)	\$ 3,300.26	\$ 4,830.95	\$ 3,527.82	\$ 3,431.94
Office Cost - Monthly	\$ 275.02	\$ 402.58	\$ 293.99	\$ 285.99

**Attachment E: Comprehensive One-Stop (Valdosta) Partner Contributions**  
*Program Year 2022 (July 1, 2022 - June 30, 2023)*

**Comprehensive One-Stop Location  
 Partner Contribution Amounts - Infrastructure Costs**

	<b>Comprehensive Valdosta</b>
Total Infrastructure Costs	\$ 584,595.54
Total Square Footage of Facility	36,089
Annual Cost per Cubicle	\$ 1,760.14
Annual Cost per Office	\$ 3,300.26
<b>Partner Name</b>	
<b>Partners Co-Located at the Comprehensive One-Stop</b>	
Migrant & Seasonal Farmworker Programs – Telamon (1.5)	\$2,640
WIOA Title I Adult, DW & Youth Services - Eckerd Connects Paxen (6)	\$10,561
Georgia Department of Labor & GVRA	Remainder of Costs
<b>Partners Not Co-Located at the Comprehensive One-Stop</b>	
Legacy Link (SCSEP) (.125)	\$220
Adult Education (WGTC) (.125)	\$220
Southern Regional Technical College (Perkins) (.125)	\$220
Wiregrass Georgia Technical College (Perkins) (.125)	\$220
*GDOL Programs include: Jobs for Veterans State Grants, Trade Adjustment Assistance, Wagner-Peyser Employment Services & Unemployment Insurance	

**Attachment F: Affiliate One-Stop (Douglas) Partner Contributions**  
**Program Year 2022 (July 1, 2022 - June 30, 2023)**

**Affiliate One-Stop Location**  
**Partner Contribution Amounts - Infrastructure Costs**

	<b>Comprehensive Douglas</b>
Total Infrastructure Costs	\$ 341,900.52
Total Square Footage of Facility	14,419
annual Cost per Cubicle	\$ 2,576.51
Annual Cost per Office	\$ 4,830.95
<b>Partner Name</b>	
<b>Partners Co-Located at the Comprehensive One-Stop</b>	
Migrant and Seasonal Farmworker Program (Telamon) (1 office and 1 cubicle)	\$7,587
Legacy Link	\$12,560
Georgia Department of Labor	Remainder of Costs
*GDOL Programs include: Jobs for Veterans State Grants, Trade Adjustment Assistance, Wagner-Peyser Employment Services & Unemployment Insurance	

**Attachment G: Affiliate One-Stop (Tifton) Partner Contributions**

*Program Year 2022 (July 1, 2022 - June 30, 2023)*

**Affiliate One-Stop Location  
Partner Contribution Amounts - Infrastructure Costs**

	Comprehensive Tifton
Total Infrastructure Costs	\$ 229,432.34
Total Square Footage of Facility	13,250
Annual Cost per Cubicle	\$ 1,881.50
Annual Cost per Office	\$ 3,527.82
<b>Partner Name</b>	
<b>Partners Co-Located at the Comprehensive One-Stop</b>	
Georgia Department of Labor	All Costs
<i>*GDOL Programs include: Jobs for Veterans State Grants, Trade Adjustment Assistance, Wagner-Peyser Employment Services &amp; Unemployment Insurance</i>	

**Attachment H: Affiliate One-Stop (Waycross) Partner Contributions**  
*Program Year 2022 (July 1, 2022 - June 30, 2023)*

**Affiliate One-Stop Location**  
**Partner Contribution Amounts - Infrastructure Costs**

	<b>Comprehensive Waycross</b>
Total Infrastructure Costs	\$ 259,986.11
Total Square Footage of Facility	15,434
Annual Cost per Cubicle	\$ 1,830.37
Annual Cost per Office	\$ 3,431.94
<b>Partner Name</b>	
<b>Partners Co-Located at the Comprehensive One-Stop</b>	
Georgia Department of Labor	All Costs
*GDOL Programs include: Jobs for Veterans State Grants, Trade Adjustment Assistance, Wagner-Peyser Employment Services & Unemployment Insurance	

**Attachment I: TCSG Affiliate Site - Southern Regional Technical College**  
*Program Year 2022 (July 1, 2022 - June 30, 2023)*

**TCSG Affiliate Site - Southern Regional Technical College**  
**Partner Contributions**

	Southern Regional Technical College Tifton
WIOA Contract Staff Who Charge Time or are Located @ TCSG Affiliate Site	
WIOA Title I Adult, DW & Youth Services - 1	Office Space - No Charge
<i>Southern Georgia Regional Commission WIOA staff will have a physical presence at the affiliate site.</i>	



**Attachment J: TCSG Affiliate Site - Wiregrass Georgia Technical College**  
**Program Year 2022 (July 1, 2022 - June 30, 2023)**

**TCSG Affiliate Site - Wiregrass Georgia Technical College, Ben Hill-Irwin**  
**Partner Contributions**

	Wiregrass Georgia Technical College Ben Hill-Irwin
Contract #22-04 WGTC ITA	\$ 872,970
WIOA Contract Staff Who Charge Time or are Located @ TCSG Affiliate Site	
WIOA Title I Adult, DW & Youth Services - Program Coordinator & Asst. Coordinator	Agreement/Contract In Place
Contracts are in place between the Southern Georgia Regional Commission (WIOA) and the TCSG Affiliate Sites. These contracts cover salaries, fringe, direct, indirect and participant costs.	

**Attachment J: TCSG Affiliate Site - Wiregrass Georgia Technical College**  
**Program Year 2022 (July 1, 2022 - June 30, 2023)**

**TCSG Affiliate Site - Wiregrass Georgia Technical College, Coffee**  
**Partner Contributions**

Wiregrass Georgia Technical College Coffee	
Contract #22-04 - WGTC ITA	\$ 872,970
Contract #22-05 WGTC Youth GED Instruction	\$ 143,228
<b>WIOA Contract Staff Who Charge Time or are Located @ TCSG Affiliate Site</b>	
WIOA Title I Youth Services - Adult Education Instructor	Agreement/Contract In Place
WIOA Title I Adult, DW & Youth Services - Program Coordinator	Agreement/Contract In Place
<i>Contracts are in place between the Southern Georgia Regional Commission (WIOA) and the TCSG Affiliate Sites. These contracts cover salaries, fringe, direct, indirect and participant costs.</i>	

**Attachment L: TCSG Affiliate Site - Wiregrass Georgia Technical College**  
**Program Year 2022 (July 1, 2022 - June 30, 2023)**

**TCSG Affiliate Site - Wiregrass Georgia Technical College, Valdosta**  
**Partner Contributions**

Wiregrass Georgia Technical College Valdosta	
Contract #22-04 WGTC ITA	\$ 901,541.00
Contract #22-05 WGTC Youth GED Instruction	\$ 141,214.00
<b>WIOA Contract Staff Who Charge Time or are Located @ TCSG Affiliate Site</b>	
WIOA Title I Adult, DW & Youth Services - Program Director	Agreement/Contract In Place
WIOA Title I Youth Services - Adult Education Instructor	Agreement/Contract In Place
WIOA Title I Adult, DW & Youth Services - Program Coordinator	Agreement/Contract In Place
WIOA Title I Adult, DW & Youth Services - Assistant Coordinator	Agreement/Contract In Place
<i>Contracts are in place between the Southern Georgia Regional Commission (WIOA) and the TCSG Affiliate Sites. These contracts cover salaries, fringe, direct, indirect and participant costs.</i>	

## Attachment M: Authority and Signature

---

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, DeAnnia Clements, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:


- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.



Signature



Date

DeAnnia Clements, President

Printed Name and Title

Office of Adult Education (Wiregrass Georgia Technical College)

Agency Name

4089 Val Tech Rd, Valdosta, GA 31602, (229) 333-2100

Agency Contact Information

## Attachment M: Authority and Signature

---

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, Katrena Felder, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.

**Katrena Felder**

Digitally signed by Katrena Felder  
Date: 2022.07.09 15:52:53 -04'00'

07/09/2022

---

Signature

---

Date

Katrena Felder, Executive Director of Adult Education Program

---

Printed Name and Title

Coastal Pines Technical College

---

Agency Name

kfelder@coastalpinetech.edu or 912-287-6662

---

Agency Contact Information

## Attachment M: Authority and Signature

---

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, Christina Smith, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

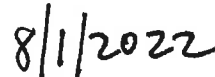
- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.



Signature



Date

Christina Smith, Chief of Staff

Printed Name and Title

Georgia Department of Labor

Agency Name

Monique Moore, One-Stop Operations Manager, monique.moore@gdol.ga.gov

Agency Contact Information

## Attachment M: Authority and Signature

---

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, Chris Wells, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.



---

Signature

Jul 28, 2022

---

Date

Chris Wells

ED

---

Printed Name and Title

Georgia Vocational Rehabilitation Agency

---

Agency Name

chris.wells@gvs.ga.gov

---

Agency Contact Information



## Attachment M: Authority and Signature

---

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, Melissa Armstrong, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

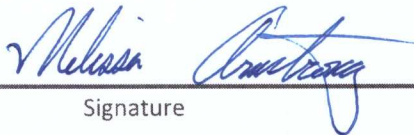
- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**(modified for PY2022)**)
- ☒ The Infrastructure Funding Agreement (IFA) (**(modified for PY2022)**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**(modified for PY2022)**)
- ☒ The Infrastructure Funding Agreement (IFA) (**(modified for PY2022)**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.



Signature

07/15/2022

Date

Melissa Armstrong, CEO / AAA Director

Printed Name and Title

The Legacy Link, Inc.

Agency Name

770-538-2650

Agency Contact Information

## Attachment M: Authority and Signature

---

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, Lisa Cribb, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.



Signature

07/06/2022

Date

Lisa Cribb, Executive Director

Printed Name and Title

Southern Georgia Regional Commission

Agency Name

lrcribb@sgrc.us

Agency Contact Information

## Attachment M: Authority and Signature

---

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, Jim Glass, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:


- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.

  
Signature

07/05/2022

Date

Jim Glass, President

Printed Name and Title

Southern Regional Technical College

Agency Name

Leigh Wallace, lwallace@southernregional.edu

Agency Contact Information

## Attachment M: Authority and Signature

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, \_\_\_\_\_, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.

DocuSigned by:

*Susan Oney*

7/21/2022

Susan Oney Signature

Date

Vice President

Printed Name and Title

Telamon Corporation

Agency Name

soney@telamon.org

Agency Contact Information

## Attachment M: Authority and Signature

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- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 10-11).

By signing my name below, I, DeAnnia Clements, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

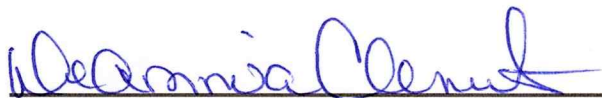
- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☒ The MOU (executed, signed and approved for PY20 - PY22)
- ☒ The Operating Budget (**modified for PY2022**)
- ☒ The Infrastructure Funding Agreement (IFA) (**modified for PY2022**)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2023, whichever occurs earlier.



Signature



Date

DeAnnia Clements, President

Printed Name and Title

Wiregrass Georgia Technical College

Agency Name

4089 Val Tech Rd, Valdosta, GA 31602, (229) 333-2100

Agency Contact Information



Policy/Procedure #: 18-006-100

Policy Name: One Stop Certification

Effective Date: 07/01/2017

---

I. **Overview**

WIOA creates a comprehensive workforce system known as the One-Stop System. The One-Stop System is intended to be customer-focused, to help Americans access the tools they need to manage their careers through information and high-quality services, and help businesses find skilled workers.

II. **Statement of Purpose**

The purpose of certification is to ensure standard, best practices and quality service throughout the Southern Georgia Local Workforce Development Area (LWDA) #18/Region 11. Assessment and certification ensure that One Stop sites are working in alignment with key WIOA goals/principles as outlined in Section IV, and meeting federal requirements as defined in Section 121 of the Workforce Innovation and Opportunity Act. This policy and procedure define the processes for One-Stop Certification for LWDA #18.

III. **One-Stop System Goal**

The One-Stop System goal is to increase the employment retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the nation.

IV. **WIOA Key Principles**

The certification of One Stop Career Centers and workforce centers is founded on the seven (7) key principles of the WIOA, specified below:

1. Streamlining Services – Streamlining services and programs allows for the integration of resources to ensure maximum efficiency and responsiveness.
2. Empowerment – One Stop Career Centers provide a wide range of service options as well as sufficient information and assistance to aid customers in making informed educational decisions, providing them with a sense of empowerment.
3. Increased Accountability – Success is calculated by measuring clear, quantifiable outcomes through evaluating the needs and expectations of employers, job seekers, and the workforce investment system.
4. Universal Access – Through One-Stop Career Centers, all LWIOA #18 residents, including individuals with disabilities, have access to a full array of job seeking and employment development services.

5. Creating a Role for the Private Sector
6. Providing Flexibility from State Partners – Allow local flexibility to implement innovative and comprehensive workforce investment systems to meet the needs of their communities.
7. Improve Youth Programs – By linking more closely to local labor market needs and the community.

**V. Initial One-Stop Certification**

Each LWDA must have at least one certified Comprehensive One-Stop and an executed Memorandum of Understanding (MOU) in place by July 1, 2017. The MOU, executed by all required partners present within the LWDA, outlines the service delivery structure and identifies the service delivery sites, both potential comprehensive one-stops and affiliate one-stops. Utilizing the prospective service delivery sites identified in the MOU, each LWDA must assign staff to perform certification.

**VI. One-Stop Certification Criteria & Approval Process**

In accordance with 20 CFR 678.800, the SWDB, in consultation with the LWDBs and CLEO's, developed the following minimum criteria for the certification of comprehensive and affiliate one-stops throughout Georgia.

WorkSource Georgia's One-Stop Certification is comprised of the following categories which evaluate the one-stop effectiveness:

1. Customer Flow of Service
2. Operational Details
3. WorkSource Georgia Branding Identifier
4. Customer Satisfaction
5. Continuous Improvement
6. Accessibility and Equal Opportunity Certification

At least every two years, the SWDB will review and approve the certification criteria and issue updated One-Stop Certification Guidelines for LWDBs. LWDB's, or an appropriate LWDB committee, must meet and vote to adopt the State's minimum criteria by June 30<sup>th</sup> of the review year. If the LWDB determines additional criteria will be added to the mandated State criteria, the LWDB must meet and vote to add such criteria by June 30<sup>th</sup> of the review year.

Verification of said vote (i.e., meeting minutes) must be submitted to the OWD Compliance Team at [WIOAcompliance@tcsq.edu](mailto:WIOAcompliance@tcsq.edu) within ten (10) days of LWDB approval.

**VII. Certification Instructions**

The LWDA must have at least one (1) certified Comprehensive One-Stop and an executed Memorandum of Understanding (MOU). The MOU, executed in accordance with 20 CFR §678.500 and §678-755 by all required partners present within the LWDA, outlines the service delivery structure and identified the service delivery sites, both potential comprehensive and affiliate sites.

**1. Who will be responsible for certification?**

LWDA 18/Southern Georgia will be responsible for the certification process. It should be noted that per §678-800(3), "when the LWDB is the one-stop operator as described in §678.410 of this chapter, the SWDB must certify the one-stop center." Furthermore, if the local fiscal agent or programmatic administrator functions as the one-stop operator, the entity may not perform the certification either, due to the inherent conflicts of interest. In either case, the LWDB must notify OWD in writing at least one (1) month before certification is to be completed.



## **2. Identify Locations**

LWDA staff should identify prospection locations for certification. These locations should only consist of those locations identified in the executed MOUs.

## **3. On-Site Inspections & Interviews**

Schedule on-site inspections and interviews for each identified site. Prior to the onsite visit, staff should review the certification documents from the prior year to ensure the One-Stop has no un-resolved finding from the prior monitoring visit.

## **4. Complete the Certification**

LWDA staff should complete the certification process by completing the appropriate forms for each prospective location.

- a) Complete Attachment A: Partner Presence
- b) Complete Attachment B: Accessibility & EO Certification
- c) Depending on site designation complete either Attachment C: Comprehensive or Attachment D Affiliate Certification.

## **VIII. LWDB Approval**

LWDB staff will report to the board (all attachments) and give their recommendation regarding certification. The LWDB, or appropriate LWDB committee, shall review the tools and vote on whether to certify sites. Following the Board meeting, a letter will be sent to the One Stop operator identifying certification status and term of certification.

If a One-Stop site identified in the MOU is not certified, the LWDB must work with the site to develop a corrective action plan that will correct the deficiencies. In such a case, a return visit will be necessary to verify the corrective action has taken place. Once confirmed, the LWDB staff will present their findings to the board who will determine if the site will be certified.

## **X. OWD Notification**

Completed certification tools do not need to be submitted to OWD. They will be retained for review during the OWD annual onsite monitoring.

If any prospective site identified in the MOU is not certified, the LWDB must provide an explanation and justification as to why. The completed certification documents must be sent to OWD. OWD may provide technical assistance to remedy the failed certification.

## **IX. One-Stop Re-Certification**

All certified one stop systems must be certified or re-certified once every three (3) years. Re-certification and LWDB approval must take place on or before June 30<sup>th</sup> of the program year of expiration. LWDB staff will notify the one stop operators and partners when the re-certification process will begin.

### **Attachments:**

Attachment A: Partner Presence  
Attachment B: Accessibility and Equal Opportunity Certification  
Attachment C: One-Stop Certification Criteria  
Attachment D: Affiliate One-Stop Certification Criteria  
Attachment E: Definitions  
Attachment F: Business Plan Requirements

### **Approvals/Changes**

Southern Georgia WDB Approved  
WIOA Revisions  
Revisions to Comply with WFD Policy  
Revisions to Comply to TCSG/OWD Policy  
Revisions to Comply to TCSG, OWD Policy  
Revisions to Comply to TCSG, OWD Policy

### **Date Approved by WDB**

February 18, 2015  
July 1, 2015  
August 9, 2017  
November 14, 2018  
February 18, 2020  
March 23, 2022

Location Name: \_\_\_\_\_

General Operating Hours of Location: \_\_\_\_\_

Accessibility & Equal Opportunity Certification				
Required Partners	Physical Presence: Average Hours/Week On-Site	Agency Personnel Name and Schedules	Electronic Presence (Y/N)	Not Applicable (Explain)
WIOA Title I Adult Services				
WIOA Title I Dislocated Worker Services				
WIOA Title I Youth Services				
Job Corps				
YouthBuild				
Native American Programs				
Migrant & Seasonal Farmworker Programs				
Wagner-Peyser Act Programs				
Vocational Rehabilitation Program				
Senior Community Service Employment Program				
Carl D. Perkins Programs				

<b>WIOA Title II Adult and Education and Literacy Programs</b>				
<b>Trade Adjustment Assistance Programs Authorized Under Title II of the Trade Act</b>				
<b>Jobs for Veterans State Grants Programs</b>				
<b>Community Services Block Grant Employment &amp; Training Programs</b>				
<b>Department of Housing and Urban Development Employment &amp; Training Activities</b>				
<b>Programs Authorized Under State Unemployment &amp; Compensation Laws</b>				
<b>Programs Authorized Under Sec. 212 of the Second Chance Act</b>				
<b>List of Other Programs Available:</b>				

**Based Upon the Above Responses,  
This Center Qualifies for Certification as:**

☐ **Comprehensive One-Stop (Complete Forms A, B, & C)**

**At a minimum, includes access to:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>WIOA Title I Adult, Dislocated Worker, and Youth Services*</li> <li>Wagner-Peyser Employment Services Programs^</li> <li>Vocational Rehabilitation Services^</li> <li>Adult Education and Literacy^</li> <li>Job Corps</li> <li>Youthbuild</li> <li>Native American Programs</li> <li>Migrant and Seasonal Farmworker Programs</li> <li>Senior Community Service Employment Programs</li> </ul> | <ul style="list-style-type: none"> <li>Carl D. Perkins Programs</li> <li>Trade Adjustment Assistance Programs</li> <li>Jobs for Veterans State Grant Programs</li> <li>Community Services Block Grant Deployment and Training Programs</li> <li>Department of Housing and Urban Development Employment and Training Activities</li> <li>Programs Authorized Under State Unemployment and Compensation Laws</li> <li>Programs Authorized Under Sec. 212 of the Second Chance Act</li> </ul> |
|--|--|

*\*Must be physically present  
^Preference is for physical presence*

☐ **Affiliate One-Stop (Complete Forms A, B, & D)**

**At a minimum, includes access to:**

**One or more of the above-required partners such that programs (other than Wagner-Peyser) have a physical presence of combined staff more than 50% of the time the center is open<sup>1</sup>.**

<sup>1</sup> § 678.310 What is an affiliated site and what must be provided there?

(a) An affiliated site, or affiliate one-stop center, is a site that makes available to job seeker and employer customers one or more of the one-stop partners' programs, services, and activities. An affiliated site does not need to provide access to every required one-stop partner program. The frequency of program staff's physical presence in the affiliated site will be determined at the local level.

§ 678.315 If Wagner-Peyser Act employment services are provided at an affiliated site, there must be at least one or more other partners in the affiliated site with a physical presence of combined staff more than 50% of the time the center is open. Additionally, the other partner must not be the partner administering local veterans' reemployment representatives, disable veterans' outreach representatives, disabled veterans' outreach program specialties, or unemployment compensation programs.

**Please complete to show compliance with applicable accessibility and equal opportunity standards.**

Accessibility & Equal Opportunity Certification				
	Yes	No	If No – Corrective Action Plan	Notes
<p>Does the on-stop have policies and procedures to ensure that no individual is excluded from participation or denied the benefits any WIOA Title program on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation? (29 C.F.R. § 38.5)</p> <p>When were the policies and procedures last reviewed?</p> <p>When were staff last trained on the policies and procedures?</p>	<input type="checkbox"/>	<input type="checkbox"/>		
<p>Does the one-stop ensure that no qualified individual with a disability is excluded from participation in, or denied the benefits of a service, program or activity because the one- stop facility is inaccessible or unusable by individuals with disabilities? (29 C.F.R. § 38.13)</p>	<input type="checkbox"/>	<input type="checkbox"/>		
<p>Does the one-stop comply with the applicable provision of Title II of the ADA in the new facilities or alterations of facilities that began construction after January 26, 1992, comply with the applicable federal accessible design standards, such as the ADA Standards for Accessible Design (1991 or 2010) or the Uniform Federal Accessibility Standards? (29 C.F.R. § 38.13)</p> <p>When was ADA compliance last reviewed?</p>	<input type="checkbox"/>	<input type="checkbox"/>		

	Yes	No	If No – Corrective Action Plan	Notes
Does the one-stop comply with the accessibility obligations under Section 504 of the Rehabilitation act and the implementing regulations at 29 C.F.R. part 32? (29 C.F.R. § 38.13)	<input type="checkbox"/>	<input type="checkbox"/>		
<p>Does the one-stop provide programming and activities that are programmatically accessible, which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity? (29 C.F.R. § 38.13)</p> <p>What types of accommodations are available to individuals with disabilities to assist them in navigating the center and/or services?</p> <p>How often are one-stop staff trained on available accommodations and appropriate communication with individuals with disabilities or English Language Learners?</p>	<input type="checkbox"/>	<input type="checkbox"/>		
Does the one-stop comply with the obligations outlined in subparts A and B of 29 C.F.R. § 38 which are the implementing regulations of WIOA Section 188?	<input type="checkbox"/>	<input type="checkbox"/>		

## Comprehensive One-Stop Criteria

### I. Customer Flow of Services

Provide a detailed chart and description of the customer intake and flow of services.

Customer Intake and Flow of Services	
	Describe
<p>Does the site use customer-focused processes such as integrated and expert welcoming and intake for all customers?</p> <p>How does the site provide seamless and coordinated customer centered services through front-desk staff and counselors?</p> <p>What resources are available to customers upon entry to the facility that help individuals with disabilities or English Language Learners navigate the center?</p>	
<p>Provide a brief overview of the One-Stop Operator's role and duties.</p> <p>Please address how the operator ensures the seamless provision of the required partner services.</p>	



## II. Operational Details

Answer the following questions with as much detail as possible.

Comprehensive One-Stop Criteria		
	Yes No	Describe
Is the one-stop center accessible to those in the area (i.e., on public transit line, available parking, central/non-remote location, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Please describe the steps taken to make it accessible:</i>
When was the Memorandum of Understanding last reviewed/updated/executed by all partners?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the MOU include all required components per 20 CFR 678.500?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the one-stop have secure document storage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Describe how the customer personal identification information is kept secure:</i>
		<i>Describe how information is transferred between the customer and case manager and from case manager to case manager:</i>
Detail and describe the site's resource room. How are both business and participant customer needs satisfied by the resources made available?		
Describe the internet/network infrastructure.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the customer have seamless access to information and resources upon entering the one- stop?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the one-stop center have options for customers to access Career Advisors or resources?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Please describe the steps taken to make it accessible:</i>
Are customers referred to any partner services through virtual or electronic means?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>How are the referrals made?</i>

How are staff made aware of policy and procedure changes?		
Are one-stop staff cross-trained on different programs to accurately refer participants for other or additional services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
What technical skills or training is provided to one-stop center staff to ensure they are knowledgeable and able to assist customers in accessing available basic career services?		

### III. Statewide Branding

Indicate whether the One-Stop signage complies with the statewide branding standards. Please see WIG PS-16-002 for more information regarding statewide branding standards:

<https://tcsq.edu/worksource/resources-for-practioners/policies-guidance/>

Statewide Branding		
<i>*If the One-Stop has not received signage, please submit mockups of ordered signs.</i>		
LOGO GUIDELINES		
	Yes	No – Please provide a Plan for Correcting
Does the logo include the tagline “Connecting Talent with Opportunity”?	<input type="checkbox"/>	
Does the logo include the AJC tagline?	<input type="checkbox"/>	
Is there adequate clear space left around the logo?	<input type="checkbox"/>	
Is the logo symbol placed to the left of “WorkSource”?	<input type="checkbox"/>	
COLOR PALLETE		
	Yes	No – Please provide a Plan for Correcting
If in color, does the logo meet the guidelines of being in turquoise, orange, green, and gray?	<input type="checkbox"/>	
If in one color, does the logo meet the requirements of being in either turquoise, black, or white (with shades of said color providing the distinction in shapes within the mark)?	<input type="checkbox"/>	
Does the One-Stop appropriately use the WorkSource brand? Reference: WIG-PS-16-002	<input type="checkbox"/>	

#### IV. Customer Satisfaction

Answer the following questions with as much detail as possible.

Customer Satisfaction – Job Seekers	
	Describe
How do you plan on gathering customer feedback?	
How do you plan on having staff share and discuss feedback from customers?	
How will feedback be utilized and integrated into your practices and how will you notify customers of the incorporation?	
How will you measure the success or failure of integrating customer feedback?	

Customer Satisfaction – Employers	
	Describe
How do you plan on gathering employer feedback?	
How do you plan on having staff share and discuss feedback from employers?	
How will feedback be utilized and integrated into your practices and how will you notify employers of the incorporation?	
How will you measure the success or failure of integrating employer feedback?	

## V. Continuous Improvement

Answer the following questions with as much detail as possible.

Customer Satisfaction – Employers	
	Describe
How do you use data to improve upon the one-stop services?	
In particular, how do you evaluate services to strategic populations groups (i.e., veterans, individuals with disabilities, English Language Learners, justice-involved individuals, etc.)?	
How do you share this data with staff?	
How do you incorporate staff ideas and feedback to improve the performance of the one-stop?	
How is staff feedback utilized and incorporated into your practices?	
How do you let staff know that their ideas have been incorporated?	
How do you measure the success or failure of staff feedback integration?	
Share any best practices of the one-stop that contribute to continuous improvement.	
List any best practices to highlight and share continuous improvement of programmatic and physical accessibility.	

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***LWDA***

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***One-Stop Location***

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***One Stop Reviewer (Name & Affiliation)***

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***Date of Review***

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***LWDB Board Chair Signature***

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***Date***

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***Chief Local Elected Official Signature***

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***Date***

## Comprehensive One-Stop Criteria

### I. Customer Flow of Services

Provide a detailed chart and description of the customer intake and flow of services.

Customer Intake and Flow of Services	
	Describe
<p>Does the site use customer-focused processes such as integrated and expert welcoming and intake for all customers?</p> <p>How does the site provide seamless and coordinated customer centered services through front-desk staff and counselors?</p> <p>What resources are available to customers upon entry to the facility that help individuals with disabilities or English Language Learners navigate the center?</p>	
<p>Provide a brief overview of the One-Stop Operator's role and duties.</p> <p>Please address how the operator ensures the seamless provision of the required partner services.</p>	

## II. Operational Details

Answer the following questions with as much detail as possible.

Comprehensive One-Stop Criteria		
	Yes No	Describe
Is the one-stop center accessible to those in the area (i.e., on public transit line, available parking, central/non-remote location, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Please describe the steps taken to make it accessible:</i>
Is the affiliate site listed in the Memorandum of Understanding?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do all partners appropriately contribute to infrastructure funding costs per the Infrastructure Funding Agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the one-stop have secure document storage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Describe how the customer personal identification information is kept secure:</i>
		<i>Describe how information is transferred between the customer and case manager and from case manager to case manager:</i>
Detail and describe the site's resource room. How are both business and participant customer needs satisfied by the resources made available?		
Describe the internet/network infrastructure.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the customer have seamless access to information and resources upon entering the one- stop?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are customers referred to any partner services through virtual or electronic means?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>How are the referrals made?</i>
Are one-stop staff cross-trained on different programs to accurately refer participants for other or additional services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	



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What technical skills or training is provided to one-stop center staff to ensure they are knowledgeable and able to assist customers in accessing available basic career services?		
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How are staff made aware of policy and procedure changes?		
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### III. Customer Satisfaction

Answer the following questions with as much detail as possible.

Customer Satisfaction – Job Seekers	
	Describe
How do you plan on gathering customer feedback?	
How do you plan on having staff share and discuss feedback from customers?	
How will feedback be utilized and integrated into your practices and how will you notify customers of the incorporation?	
How will you measure the success or failure of integrating customer feedback?	

Customer Satisfaction – Employers	
	Describe
How do you plan on gathering employer feedback?	
How do you plan on having staff share and discuss feedback from employers?	
How will feedback be utilized and integrated into your practices and how will you notify employers of the incorporation?	
How will you measure the success or failure of integrating employer feedback?	

#### IV. Continuous Improvement

Answer the following questions with as much detail as possible.

Customer Satisfaction – Employers	
	Describe
How do you use data to improve upon the one-stop services?	
In particular, how do you evaluate services to strategic populations groups (i.e., veterans, individuals with disabilities, English Language Learners, justice-involved individuals, etc.)?	
How do you share this data with staff?	
How do you incorporate staff ideas and feedback to improve the performance of the one-stop?	
How is staff feedback utilized and incorporated into your practices?	
How do you let staff know that their ideas have been incorporated?	
How do you measure the success or failure of staff feedback integration?	
Share any best practices of the one-stop that contribute to continuous improvement.	
How do you incorporate staff ideas and feedback to improve the performance of the one-stop?	
List any best practices to highlight and share continuous improvement of programmatic and physical accessibility.	

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***LWDA***

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***One-Stop Location***

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***One Stop Reviewer (Name & Affiliation)***

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***Date of Review***

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***LWDB Board Chair Signature***

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***Date***

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***Chief Local Elected Official Signature***

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***Date***

### **One-Stop Delivery System**

The One-Stop Service Delivery System is primarily composed of Comprehensive One-Stops that provide access to all of the required partner programs present within the Local Workforce Development Area (LWDA) and Affiliate One-Stops that provide access to one or more of the required partner programs. Federal service delivery requirements are different for Comprehensive and Affiliate One-Stops. Therefore, the certification guidelines separate the certification process and require LWDBs to complete distinct certification tools for each type of One-Stop.

### **One-Stop Operator**

The One-Stop operator is responsible for general operations of the One-Stop Center as required by 9 U.S.C. § 2864 (c)(2)(A)), 20 CFR § 463.620(a), and 20 CFR § 361.620(a). Overall operations of the One-Stop Center including entering into agreements with the partners co-located in the center; cost allocation plan(s); service mix and flow; planning and monitoring center operations; and coordination with other service providers in the service area.

The One-Stop Operator is also responsible for developing a strategic operations or business plan for the center including the development of a common mission and goals. The One-Stop Operator should ensure that the center is guided by customer needs, customer satisfaction, and customer 81 success. The plan should include strategies for training of center staff to ensure integration of service delivery and to provide seamless access to services for all customers. The One-Stop Operator must ensure the core services specified in U.S.C. § 2864 (d)(2) are provided at the center and provide access to the other activities, and that programs provided under WIOA by the mandatory partner programs are available in the area. The One-Stop Operator must ensure that the One-Stop Center and services are accessible to all customers including individuals with disabilities

### **One-Stop Partners**

The required partners of the one-stop are:

1. Programs authorized under Title I of WIOA serving Adults, Dislocated Workers, Youth, and veterans, as well as Job Corps, Native American programs, and migrant and seasonal farm worker programs
2. Programs authorized under the Wagner-Peyser Act
3. Adult education and literacy activities authorized under Title II of WIOA
4. Programs authorized under parts A and B of Title I of the Rehabilitation Act
5. Welfare-to-Work programs authorized under the Social Security Act
6. Senior community service employment activities authorized under Title V of the Older Americans Act of 1965
7. Postsecondary vocational education authorized under the Carl D. Perkins Vocational and Applied Technological Education Act
8. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance authorized under the Trade Act of 1974
9. Local veterans' employment representatives and disabled veterans outreach programs
10. Employment and training activities under the Community Services Block Grant
11. Employment and training activities of the Department of Housing and Urban Development
12. Programs authorized under State unemployment compensation laws ii.

Optional partners may include:

1. Temporary Assistance to Needy Families authorized under the Social Security Act
2. Employment and training programs authorized under the Food Stamp Act of 1977
3. Work programs authorized under the Food Stamp Act of 1977
4. Programs authorized under the National and Community Service Act of 1990
5. Other appropriate federal, state, or local programs.

### **Affiliate One-Stop Center**

An affiliate one-stop center, is a site that provides access to the job seeker and employer customers to one or more of the one-stop partners' programs, services, and activities. An affiliate site does not need to

provide access to every required one-stop partner program. The frequency of program staff's physical presence in the affiliate site will be determined at the local level.

If Wagner-Peyser Act employment services are provided at an affiliate site, there must be at least one or more other partners in the affiliate site with a physical presence of combined staff more than 50% of the time the center is open. Additionally, the other partner must not be the partner administering local veterans' reemployment representatives, disabled veterans' outreach representatives, disabled veterans' outreach program specialties, or unemployment compensation programs.

The site must be physically and programmatically accessible to individuals with disabilities, as described in 29 C.F.R. part 38 and the regulations implementing WIOA Sec. 188.

**Comprehensive One-Stop Center** – is a physical location where job seeker and employer customers can access the programs, services, and activities of all required one-stop partners. A comprehensive one-stop center must have at least one Title I staff person physically present.

The comprehensive one-stop center must provide:

1. Career services, as described in §678.430;
2. Access to training services described in §680.200 of this chapter;
3. Access to any employment and training activities carried out under sec. 134(d) of WIOA;
4. Access to programs and activities carried out by one-stop partners listed in §678.400 through
5. §678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA Title III (Wagner-Peyser Act Employment Service Program); and,
6. Workforce and labor market information.

Customers must have access to these programs, services, and activities during regular business days at a comprehensive one-stop center. The Local Workforce Development Board (LWDB) may establish other service hours outside of normal business hours to accommodate the schedules of individuals who work on regular business days. The State Workforce Development Board will evaluate operational hours as part of the evaluation of effectiveness in the one-stop certification process described in §678.800(b).

The site must be physically and programmatically accessible to individuals with disabilities, as described in 29 C.F.R. part 38 and the regulations implementing WIOA Sec. 188.

### **Mobile Units**

Depending on its use, Mobile Units can be classified as either affiliate or specialized sites. When considering certification for mobile units, affiliates have an element of permanency. If the unit essentially acts as another affiliate site that happens to travel around the LWDA's service delivery area, then it may be classified as an affiliate. If the unit changes function, it may be appropriate to classify it as a specialized site instead.

### **Specialized Site**

The One-Stop system may have additional sites outside of comprehensive and affiliate sites, which includes the designation of "specialized sites" to address specific needs, such as Dislocated Workers, Youth, Veterans, key industry sectors or clusters. Per §678.320, a specialized site is similar to an affiliate in that it does not need to provide access to every required partner, but should be knowledgeable about and able to make referrals as needed.

A location constitutes a specialized site if:

- Is a stand-alone partner program office (e.g. GVRA);
- Is time-limited (i.e., In response to a regional lay-off event, WARN event); OR
- Includes only one WIOA Title I program (i.e., Veteran or Youth only site) and no other partner program(s).

### **Technical College Campus Site**

Some LWDAs provide WIOA Title I-funded career services at local technical college campuses. These services are typically provided by contractors, subrecipients, or LWDA programmatic staff. Since these sites “make available to job seeker and employer customers one or more of the one-stop partner’s program, services and activities,” they meet the definition of an affiliate site. Therefore, if the career services are provided out of office space that is rented or leased by a contractor or local WIOA Title I service provider for the sole purpose of providing WIOA Title I services, the location would be considered an affiliate site.

If the site is only providing Adult Education and Carl Perkins activities, OWD has determined the location does not constitute an affiliate site. Perkins dollars fund instruction, but no direct services to participants or other partner programs or case management is offered. However, if Adult, Dislocated Worker, and Youth, or other partner program activities are also offered at that location, it constitutes an affiliate and must be certified as such.

If a technical college site is deemed an affiliate and needs a cost sharing structure, the LWDB should use their own discretion when determining what is the “site” (i.e., if only sharing room, single building, single office, the affiliate does not need to be the entire campus).

### **Wagner-Peyser Co-Location**

Per 20 CFR §678.315, if Wagner-Peyser Act employment services are provided at an affiliate site, there must be at least one or more other partner(s) in the affiliate with a physical presence of combined staff more than 50% of the time the center is open. As such, Wagner-Peyser cannot be separate stand-alone office. If there are any GDOL centers offering Wagner-Peyser services, these centers must meet the definition of and be certified as an affiliate site. However, the other partner **must not be the partner administering local veteran’s reemployment representatives, disabled veterans’ outreach representatives, disabled veterans’ outreach program specialties, or unemployment compensation programs.**

### **Access**

The federal regulations define “Access” to each partner program and its services to mean:

1. Having a program staff member physically present at the one-stop center;
2. Having a staff member from a different partner program physically present at the one-stop center appropriately trained to provide information to customers about the programs, services, and activities available through partner programs; or
3. Making available a direct linkage through technology to program staff who can provide meaningful information or services.
  - a. A “direct linkage” means providing direct connection at the one-stop center, within a reasonable time, by phone or through a real-time web-based communication to a program staff member who can provide program information or services to the customer.
  - b. A “direct linkage” cannot exclusively be providing a phone number or website or providing information, pamphlets, or materials.

### **Seamless Service Delivery**

The One-Stop network is often described as a “seamless” system of service delivery where information and access to services are available to the customer regardless of the site of original contact. This is accomplished by collaboration of entities responsible for separate workforce development funding streams and through integration of programs and resources at the community level. All partners have an obligation to provide core informational services so individuals may access the One-Stop System regardless of where they enter, including information regarding access or linkages to training services and the programs and activities carried out by One-Stop partners.

# One-Stop System Business Plan

LWDB's are charged with utilizing criteria and quality standards for the purpose of holding Operators accountable for the One-Stop System or center(s) they oversee. In order to ensure certification creates a consistent level of quality in the services provided in the LWDA, the LWDB will be required to submit a business plan to the State Workforce Development Board (SWDB).

## **The process shall include the following:**

1. LWDA will submit a business plan to their Local Board that will be forwarded to the State Board for written determination within 90 days of submittal.
  - a. If denied, a written explanation will be given, and a Local Board may submit a revised plan to re-initiate the process at any time.
2. The Local Board conducts a site review within 60 days of the business plan approval. The reviewer will use the business plan, and interview site and partner staff to ensure compliance. Notification will be given within 30 days of the site review.
  - a. If denied, then a corrective plan is provided with written determination and technical support to aid in reaching compliance. Within 60 days of resubmission, the Local Board will conduct a new site review.
  - b. On-site reviews may be delegated to an administrative entity, as long as the reports are received by the Local Board.
3. Once the Local Board has completed the on-site review, the State Board grants certification status.

## **All business plans submitted to OWD must contain the following items:**

1. A vision and mission statement;
2. A diagram or narrative of customer flow throughout the tiers of services;
3. Identification of the clear flow of services between all partners; Identification of the facility's service delivery structure, i.e., location service mix and customer flow;
4. Demonstration of a plan for increased enrollment in various programs and increased use of facilities;
5. Identification of a system for referral to training services and use of ITAs;
6. Identification of leveraged resources with various funding streams, educational grants, and other financial aid programs;
7. Identification of a community outreach plan; and
8. Identification of all One-Stop partners and the ways in which services are integrated



## Firewall & Conflict of Interest Agreement

### **Purpose**

To provide necessary firewalls to avoid conflicts of interest for entities performing multiple roles in the Local Workforce Development Area (LWDA).

All parties included in this agreement are required to disclose any real or potential (real, apparent or organizational) conflicts of interest.

### **References**

- “Paragraph (b) of § 679.420 provides a list of the key functions of a fiscal agent. The appropriate role of fiscal agent is limited to accounting and funds management functions.
- Entities serving multiple roles must adhere to WIOA title I, subtitle E (Administration) and § 679.430 to ensure appropriate firewalls within a single entity performing multiple functions, including when a fiscal agent also functions as a direct provider of services.”

### **Roles Performed in the LWDA**

1. Southern Georgia Regional Commission Board/Council – Oversight
2. Southern Georgia Regional Commission – Administrative Entity & Fiscal Agent
3. Local Workforce Development Board (LWDB) and Committees – Oversight
4. One-Stop Operator – Comprehensive One-Stop Services – Georgia Department of Labor
5. Service Provider/One-Stop Partner

*Oversight includes guidance, effective communications, information sharing, records management, reporting, identification of risks, reviews of policy and procedures, and monitoring.*

*Monitoring occurs as a scheduled event and during regular day-to-day management. It also includes desk-top and on-site monitoring of records, information, finances, compliance, and performance.*

The role of the SGRC Council/Board is to provide guidance and oversee the responsibilities of the Grant Recipient/Fiscal Agent, the Southern Georgia Regional Commission.

The role of the Southern Georgia Regional Commission is the Administrative Entity and Fiscal Agent for Workforce Innovation and Opportunity Act funds and programs. These duties include: accounting and fund management; monitoring and oversight of funds disbursed to service providers; oversight of daily operations for WIOA funded customer and employer services; oversight and monitoring of service providers; serving as staff to the Workforce Development Board, conduct Request for Proposal activities; certify Comprehensive and Affiliate One-Stop sites.

The role of the Workforce Development Board is to provide guidance and oversee the responsibilities of the Administrative Entity (SGRC) including the Workforce Development Board staff. To effectively manage this, the WDB receives input from WDB staff, SGRC Council/Board, WDB Committees and Chief Local Elected Officials.

The Georgia Department of Labor (GDOL) serves more than one role within the LWDA. GDOL serves as the One-Stop Operator and coordinates service delivery of the One-Stop Career Center partners and providers at the One-Stop. Additional responsibilities, as needed and allowable by law, may be added by the LWDA. GDOL is also a core and mandatory WIOA One-Stop partner, providing Wagner-Peyser and Unemployment services. This dual role is allowable pursuant to 20 CFR § 679.430; however, the following firewalls are in place to prevent any conflict of interest:

- a) In coordinating services and serving as a one-stop operator, GDOL must refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services;
- b) GDOL as the OSO may not:
  - a. Convene system stakeholders to assist in the development of the local plan;
  - b. Prepare and submit local plans (as required under WIOA sec. 107);
  - c. Be responsible for the oversight of itself. The WDB and WDB staff will provide oversight including establishing performance measures and monitoring procedures;
  - d. Manage or significantly participate in the competitive selection process for one-stop operators;
  - e. Select or terminate
    - i. One Stop Operators
    - ii. Career Service Providers
    - iii. Youth Providers
  - f. Negotiate local performance accountability measures; or
  - g. Develop and submit budgets for activities of the WDB in the LWDA.

In addition, individuals who represent GDOL on the Workforce Development Board must not cast a vote, nor participate in any decision-making capacity, on the provision of services by the OSO, nor vote on any matter which would provide any direct financial benefit to GDOL. No employee, officer, or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

#### **Attachments**

Attachment A: Organizational chart for the OSO.

Attachment B: Signature Pages

Insert Organizational Chart Here

## Firewalls & Conflict of Interest Agreement

Signed, sealed and delivered by the below identified parties the date set out.

- Georgia Department of Labor
- Southern Georgia Workforce Development Board Chair
- Southern Georgia Chief Elected Official
- Southern Georgia Workforce Development Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Policy/Procedure #: **18-004-100**

Policy Name: **LWDA Procurement Procedures**

Effective Date: **07/01/2015**

Revised: **02/26/2017**

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The key principles and elements of the SGRC's WIOA procurement process include:

- A code of conduct to avoid conflicts of interest, real or apparent
- Fair and open competition
- Arm's length negotiations
- Consideration of small, minority and women-owned businesses
- Avoidance of unnecessary or duplicative purchases
- Documentation of the procurement

### **PROCUREMENT AUTHORITY, RESPONSIBILITY, AND DELEGATION**

The SGRC executive director and division director(s) are authorized to procure goods and services. The SGRC executive director is the authorized signatory for contracts.

### **PROCUREMENT METHODS**

Competitive procurement is the preferred method for purchasing goods and services. Several methods of competitive procurement may be utilized as per Uniform Guidance Subpart D 200.320.

1. Micro-Purchases – Micro-purchases are purchases of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of the small purchase procedure. The method is used in order to expedite the completion of lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is \$3,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation. To the extent practicable, micro purchases will be distributed equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the WDB/RC considers the price to be reasonable. For purchases of routine supplies, price quotations may be obtained periodically to ensure the WDB/RC is receiving the best price available.
2. Small Purchases – \$3,001 - \$25,000. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified suppliers. At least three bids should

be obtained if the expected price exceeds \$3,001. Catalogs and current price lists may be used. As per OWD Policies & Procedures 2.2.9 (III) (2) if a purchase exceeds \$5,000 the local area must obtain and document prior approval for the purchase from OWD.

3. Formal advertising/sealed bid method - This method is appropriate and effective when the product or service being purchased can be described at a high level of precision, and the product or service purchased is for a firm, fixed price, and the contract will be awarded to the responsible bidder whose bid, conforming to all material terms and conditions of the solicitation, is the lowest in price.
4. Request for proposal method - This method is commonly used to procure training or services for participants when more than one source will be submitting a proposal and program specifications are usually too broad to compare responses solely on the basis of cost. The solicitation, or RFP, must specify deliverables, the basis for payment and information and requirements for the product or service being procured. The RFP must be publicized and distributed to any agency, organization, or individual that requests a copy. A bidder's list will be maintained to ensure maximum fair and open competition.

Staff members must review all proposals to determine responsiveness and competitiveness. Proposals to serve youth must be reviewed by the Southern Georgia WDB Youth Committee. The Youth Committee will make funding recommendations for youth providers/services to the WDB Budget and Proposal Committee. The WDB Budget and Proposal Committee will review Proposals to serve adults and/or dislocated workers and make recommendations to the Workforce Development Board for adult and/or dislocated worker services in addition to youth services. The Workforce Development Board will select proposals for funding. After proposals have been selected, negotiations will occur and a contract will be executed.

5. Intent to Bid - An intent to bid will be used when there is uncertainty about whether a sufficient number of proposals will be received. If an intent to bid results in multiple qualified providers, an RFP will be issued. If only one qualified provider responds, sole source procurement may be used. If no providers respond, SGRC staff may contact an organization (noncompetitive procurement) in order to provide the service.

Noncompetitive Procurement may be necessary in certain situations when competition is not feasible or practical. Noncompetitive procurement may be used in several situations.

1. Emergency - The SGRC may use this type of noncompetitive procurement when an emergency exists and the urgency of the requirement will not allow time to obtain competition. If the purchase is for services for participants, current providers and/or proposers who submitted proposals for the training/service needed but were not selected for award may be contacted to determine interest in providing the service. If the above is not feasible, the Workforce Development Board may select an alternative, qualified provider and enter into sole source procurement with the provider.
2. Tuition purchases - Tuition and related fees, books and supplies may be purchased noncompetitively for individuals enrolling in classroom training available to the general public in a public or proprietary institution of higher education or a public post-secondary vocational institution.
3. State authorized noncompetitive procurement - The SGRC may use noncompetitive procurement if it is authorized by a state agency.
4. On-the-Job Training (OJT) agreement – OJT agreements with employers may be procured noncompetitively.
5. One service provider - Noncompetitive procurement may be used if there is only one qualified provider for the service or product.

6. Failed competitive procurement - Noncompetitive procurement may be used if a competitive procurement process was conducted and no responsive and competitive proposal was received for the service being solicited.

## **DOCUMENTATION OF PROCUREMENT**

Applicable and appropriate records for each procurement will be maintained. Necessary documentation will vary depending on the procurement method. Documentation may include, but is not limited to, requisitions, purchase orders, receipts, invoices, comparative price form, rationale for method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price, reasonableness of cost, review scores, and/or other documentation of the procurement.

## **COMPLAINTS**

Southern Georgia complaint procedures are applicable when registrants, WIOA personnel, and other interested persons have complaints about WIOA activities and programs. These complaint procedures outline protest procedures to handle and resolve disputes relating to procurements and shall in all instances disclose information regarding the protest to the awarding agency as stipulated in the WIOA Proposed Rules and Section 181 of WIOA.

## **INFORMATION AND INSTRUCTIONS FOR STAFF**

### **For Procurement**

The purpose of these instructions is to ensure the SGRC staff follows appropriate procurement procedures and that a quality product/service is obtained at a fair price and that federal and state procurement requirements are met.

Prior to any purchase the following must be considered:

- Is the procurement necessary and appropriate?
- Is the cost allowable?
- Will the cost benefit the operation, administration, performance or image of the program?
- Has a cost/price analysis been completed to establish a contract amount for the procurement?
- Have these steps been documented?

The key principles and elements of the SGRC's procurement process are described in the following paragraphs.

### **1. Code of Conduct**

The SGRC shall avoid conflicts of interest, real or apparent, and shall adhere to the following code of conduct. No officer, employee, or agent shall:

1. solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under recipient contractor; or
2. participate in the selection, award, or administration of a procurement where to the individual's knowledge, one of the following has a financial or other substantive interest in any organization which may be considered for award:
  - a. the officer, employee, or agent;
  - b. any member of his or her immediate family;
  - c. his or her partner; or
  - d. a person or organization which employs, or is about to employ, any of the above.

Violations of these standards will result in appropriate action such as determined by the SGRC executive director. Such action may include, but is not limited to:

- a reprimand; and/or
- suspension from employment; and/or
- termination of employment

### **2. Fair and Open Competition**

All procurement actions regardless of dollar amount or method used will be conducted in a manner that provides for maximum open and free competition. SGRC staff must ensure that procurement transactions:

- Do not place unreasonable requirements on firms in order for them to qualify to do business (e.g. prior or unnecessary experience in the local area, high net worth or excessive bonding in relation to the budget of the project);
- Prohibit or restrict noncompetitive awards to consultants who are on a retainer contract;
- Prohibit organizational conflicts of interest in the evaluation of bids and selection of providers;



- Facilitate open, objective, non-arbitrary actions by all participants in the procurement process.

### 3. **Arm's Length Negotiations**

The criterion for "arm's length" is that each representative involved in contract negotiations has an opposing economic interest. The executive director or the workforce development director shall negotiate WIOA contracts unless an opposing economic interest does not exist. In that case, the SGRC executive director shall appoint another staff person to negotiate the contract.

### 4. **Small, Minority, and Women-Owned Businesses**

The SGRC shall give consideration to SMW businesses. The SGRC will:

- Identify SMW businesses which are potential service providers/vendors and include them on the RFP mailing list
- Ensure that, when economically feasible, total requirements are divided into smaller units to permit maximum participation by SMW businesses.
- Ensure that the delivery schedule of a procurement is not limited as to preclude active participation by SMW organizations.

### 5. **Avoidance of Unnecessary or Duplicative Purchases**

The executive director or division director will review proposed procurements to avoid the purchase of unnecessary or duplicative items and to facilitate the acquisition of goods/services in the most economical manner.

### 6. **Documentation of the Procurement**

Applicable and appropriate records for each procurement will be maintained. Necessary documentation will vary depending on the procurement method. Documentation may include, but is not limited to, requisitions, purchase orders, receipts, invoices, comparative price form, rationale for method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price, reasonableness of cost, review scores, and/or other documentation of the procurement.

## **PROCUREMENT METHODS**

**COMPETITIVE PROCURMENT** is the preferred method for purchasing goods and services. Several methods of competitive procurement may be utilized.

1. Micro purchase method – This method will be used only if the "per transaction" value of the procurement is under \$3,000.

In using the micro-purchase method, the following steps will be followed:

- a. An SGRC requisition form will be completed.
- b. The requisition must be approved by the division director. If the price is under \$250 then approval by the executive director is not required.
- c. If the price is over \$250 then approval by the executive director is required.
- d. Once all approvals have been obtained, a purchase order will be completed and given to the staff member who initiated the requisition.
- e. The staff member may proceed with purchasing the product/service.

The requisition, purchase order, comparable price form, invoices, sales receipt and/or other similar records will be maintained

2. **Small purchase method** - This method will be used only if the “per transaction” value of the procurement is under \$25,000. At least three bids should be obtained if the expected price exceeds \$3,001. Catalogs and current price lists may be used. If the price exceeds \$5,000 prior approval from OWD must be obtained and documented.

In using the small purchase method, the following steps will be followed:

- a. An SGRC requisition form will be completed.
- b. If the expected price will exceed \$3,001, a comparable price form must be completed and attached to the requisition. This form must identify three potential vendors and the price quoted from each vendor. Product or service catalogs and current price lists may be used.
- c. The reason for vendor selection must be recorded on the comparable price form.
- d. If the price exceeds \$5,000 written approval must be obtained from OWD.
- e. The requisition with the comparable price form (and OWD approval if required) must be approved by the division director. If the price is under \$500 then approval by the executive director is not required.
- f. If the price is over \$500 then approval by the executive director is required.
- g. Once all approvals have been obtained, a purchase order will be completed and given to the staff member who initiated the requisition.
- h. The staff member may proceed with purchasing the product/service.

The requisition, purchase order, comparable price form, invoices, sales receipt and/or other similar records will be maintained.

3. **Formal advertising/sealed bid method** - This method is appropriate and effective when the product or service being purchased can be described at a high level of precision, and the product or service purchased is for a firm, fixed price, and the contract will be awarded to the responsible bidder whose bid, conforming to all material terms and conditions of the solicitation, is the lowest in price.

This method typically involves the purchase of commodity-type goods/services that are widely available in the marketplace.

In using the formal advertising method, the following steps will be followed:

- a. A request for Quotation or an Invitation for Bids will be developed and will include the following information:
  1. Key performance dimensions or specifications;
  2. Clearly defined specifications and descriptions for the item or service(s) being purchased;
  3. Time frames including bid opening date and location;
  4. Format for submission of bids and submission deadline;
  5. Rights of the SGRC regarding acceptance and rejection of bids that are received.
- b. This RFQ/IFB will be posted on the SGRC website and advertised in the Waycross Journal-Herald and the Valdosta Daily (and other newspapers, as appropriate), and will be sent to known suppliers in the area at least three weeks before the bid opening date.
- c. All bids will be opened publicly at the time and location identified in the RFQ/IFB.

- d. An independent estimate of the expected cost will be prepared prior to receiving bids. Reasonableness of cost will be determined by comparing this cost to the bids.
- e. The contract will be awarded to the lowest bidder that conforms with all specifications in the RFQ/IFB. Selected bidder(s) will be notified within five working days.

The SGRC may reject any or all bids when there are sound, documented business reasons in the best interest of the SGRC. If a bid is rejected, the specific reasons for the rejection must be fully described and documented in the procurement file.

Documentation of the procurement will be maintained. Documentation shall include a copy of the RFQ/IFB, the publication notice; all bids received, and if the award is made to a bidder other than the lowest price, a memo detailing the reasons for non-responsiveness of the lowest bid to the RFQ/IFB specifications.

4. **Request for Proposal (RFP) Method** - An RFP is commonly used to procure training or services for participants, when more than one source may submit an offer, or proposal, and program specifications are usually too broad to compare responses solely on the basis of cost. The solicitation, or RFP, must specify deliverables, the basis for payment and information and requirements for the product or service being procured. The RFP must be publicized and distributed to any agency, organization, or individual that requests a copy. A bidder's list will be maintained to ensure maximum fair and open competition.

#### **Developing the RFP Package**

The Request for Proposal package is the solicitation document and it will be written by a staff member and reviewed by another staff person. After the decision has been made about types of programs and/or services, the RFP will be developed using the most recent RFP and these procedures as a guide.

#### **Requirement for Information in the RFP Package**

The following information must be included in the RFP Package:

1. Submission requirements, including due date, number of copies to be submitted, proposal submission format, and where to submit the proposal;
2. Who to contact for questions about the RFP and procedures for responding to questions;
3. A general description of the subgrant program including applicable federal and state laws and regulations with which proposers must comply (including OMB circulars);
4. The population group to be served and minimum service levels to specific target groups;
5. Approximate number to be served in each activity;
6. Type of training or service to be provided, including recruitment, assessment, case management, etc;
7. Funding parameters;
7. Performance goals and expected program results by activity;
8. Method for payment and invoicing;

9. Applicable coordination requirements;
10. Review criteria to be used to determine responsiveness and competitiveness, including specific criteria which will be used and the relative importance weight of each in the evaluation and the minimum score for determining competitiveness;
11. Record retention and availability requirements;
12. Appeal procedures;
13. Equal opportunity provisions;
14. Monitoring and reporting requirements;
15. Prohibition of political and religious activities;
16. Audit requirements;
17. Participation in the statewide computerized information system;
18. Line item budget for proposed cost;
19. Insurance and bonding requirements;
20. Non-duplication of facilities or services;
21. Schedule for receipt of proposals, evaluation, award and notification to proposers;
22. Documentation required to establish fiscal capability and capacity;
23. Training and meeting requirements;
24. A disclaimer that reserves the right to accept or reject any or all proposals;
25. A certification that the agency has not been debarred or suspended from receiving federal funds;
26. A certification regarding lobbying;
27. Documentation to establish programmatic capability, such as references and past performance data;
28. Prohibition against subcontracting without prior approval by the SGRC;
29. The period of performance, or contract period, with a clear explanation of contract extension(s) for additional years; and
30. Any other information that will assist potential providers in preparing a proposal.

#### **Publication of the RFP**

The availability of the RFP will be posted on the SGRC website and must be publicized and advertised in local newspaper(s) of general distribution in the area. A public notice must be posted on the SGRC website and placed in the Waycross Journal-Herald and the Valdosta Daily Times (and other

newspapers, as appropriate) at least three weeks prior to the proposal due date. A public notice or news release may be placed in other newspapers, if appropriate. The web post and public notice must include:

- The services being solicited
- The due date for proposals
- The person and place to contact for more information

Prior to the web post and public notice or on the same day the notice is posted on the web and the public notice is placed in the newspaper, a letter of availability of the RFP is mailed to every name on the RFP mailing list.

### **RFP Mailing List**

The SGRC will maintain an RFP mailing list that contains the names and addresses of organizations, agencies and individuals who have expressed an interest in providing services. A request to be on the list may be verbal or written. Additionally, a name may be added to the list if it is known that the agency provides like or similar services being solicited. A name will be removed from the list if correspondence is returned and the SGRC has not received a current mailing address. The letter of availability will be mailed to all the names on this list. A letter of availability may be e-mailed.

### **RFP Information Meeting (Bidder's Conference)**

The SGRC may hold an RFP information meeting to review the objectives and submission requirements of the procurement and to provide an opportunity for attendees to ask questions relative to the procurement. The division director and/or the assistant executive director will decide whether or not to conduct an RFP information meeting.

The meeting location, date and time will be included in the Letter of Availability and will be posted on the SGRC website and advertised in the Waycross Journal Herald and the Valdosta Daily Times (and other newspapers, as appropriate). \_\_\_\_\_

The meeting should be held at least two weeks prior to the proposal submission deadline.

Minutes (or notes) of the meeting must be taken and filed in the procurement file.

### **Disseminating Clarifying Information**

A log of inquiries should be maintained. For all inquiries, except those that are clearly answered in the RFP, clarifying information will be sent to all organizations/individuals that received a copy of the RFP.

### **RFP Amendments**

If an amendment is needed to the RFP to expand or restrict the solicitation, a copy of the amendment/changes will be sent to all organizations/individuals that received a copy of the RFP.

### **Receipt and Distribution of Proposals**

The SGRC receptionist will receive, date stamp, assign numbers, and log each proposal. The receptionist will distribute the proposals appropriately.

## **Evaluation Procedures**

An SGRC staff person will review all proposals to determine responsiveness. The criterion, which has been included in the RFP, will be used to determine responsiveness:

- The proposal is received by the deadline advertised;
- The proposal is in the required format; and
- The correct number of copies is submitted.

All proposals that are determined responsive will be evaluated for competitiveness. Prior to receipt of proposals, the division director and/or executive director will appoint an evaluation panel of at least three staff members (more if workload will allow) to review and rate proposals. The review panel will be selected on the basis of their independence and integrity (i.e. no conflict of interest), their competence and knowledge, and their availability. The review panel *must* consist of SGRC staff members and it *may* have individuals who have expertise in the services/activities being procured.

The panel will be briefed about the review process and will be given the review criteria. Reviewers must individually rate each proposal using the criteria (which was included in the RFP). The scores will be averaged for the total proposal score. All proposals scoring at or above the minimum score will be considered for funding. The minimum score will be 65, unless advertised differently in the RFP Package. The proposals receiving the highest score may not always be selected for funding. This rating establishes that a proposal meets a minimum standard and is competitive, and the Workforce Development Board may select the proposal for funding.

At a minimum, the review criteria will include the following:

1. The capacity and capability of the proposer to meet program design specifications and performance goals;
2. A satisfactory record of past performance;
3. Adequate financial resources and technical skills to perform the financial requirements; and
4. A reasonable cost.

## **Selection Procedures**

For proposals to serve youth, a copy of each proposal is given to the members of the Southern Georgia WDB Youth Committee. Staff review scores, a cost comparison of proposals, and a summary of each proposal are also given to the committee. This committee reviews and discusses each proposal and makes recommendations for funding to the Southern Georgia WDB Budget and Proposal Review Committee. The Budget and Proposal Review Committee of the WDB reviews proposals and the Youth Committee's recommendations and makes funding recommendations to the WDB.

For adult and dislocated workers, review scores, a cost comparison of proposals, and a summary of each proposal are presented to the WDB Budget and Proposal Review Committee. This committee makes funding recommendations to the WDB. The WDB makes the final decision on which proposals to fund and authorizes the SGRC staff to negotiate contracts.

## **Determining Reasonableness of Cost – First Phase**

The workforce development director or planner will prepare an independent estimate of cost for some items before proposals are received. Proposed cost will be compared to this estimation.

The director or planner will prepare a cost comparison/analysis. The cost comparison will exclude payments to participants and training costs paid to employers for OJT. The comparison may include, but is not limited to, the following:

1. All price quotations received for like services. This **comparative analysis** will be used when two or more responsive proposals are received for the same program activity and propose a project of similar scope and size for similar service area.
2. A **risk adjustment analysis** will be done when two or more responsive proposals are received for the same activity (as described in the comparative analysis above) except that one of the proposals includes a program design with a higher level of risk, such as target groups to be served or innovation in the design. The item(s) creating the risk will be identified on the cost comparison.
3. Past and/or current contract costs for like services in the area or in another area. This **historical analysis** will be used to compare the proposed cost to the past or current cost of the same or similar activity in the preceding year in the area or in another area.
4. Cost per participant; and/or
5. Cost per training hour.

This cost comparison/analysis is used by staff during the review process and is provided to the Youth Committee and WDB Budget and Proposal Review Committee. It may also be given to the full WDB.

### **Determining Reasonableness of Cost – Second Phase**

The second phase of determining reasonableness of cost will occur after the WDB has selected proposals for negotiation. This phase consists of a line item budget review/analysis. The line item budget will include at least **two** of the following:

1. The evaluation of line item costs to each other within a proposal;
2. A comparison of specific line items to the same line items in other similar proposals;
3. A comparison of line items in the proposal to actual line item expenditures in a previous similar contract;
4. A comparison of line items to the area price ranges (independent cost estimate for some line items developed prior to receipt of proposals); and/or
5. A comparison of line items to market rates (market analysis).

In reviewing the line item budget, the following applies to each line item:

1. Allowable – This means that the cost is not disallowed in the state and federal policy, i.e., entertainment expenses are unallowable;
2. Necessary – The cost is necessary to provide the services under the contract. A rational relationship must exist between the level of expenditure and the purpose of the contract. For example, salary for a counselor is necessary for a contract that requires counseling and employer payments are not necessary for a contract that does not include On-the-Job Training.

3. Appropriate – The cost is appropriate in relation to the operational requirements and outcomes of the program activities/services to be provided. For example, Job readiness workbooks are an appropriate cost if participants will attend a job readiness workshop.
4. Allocable – The cost must be chargeable to a title and/or cost category.

### **Contingency List**

A contingency list may be established by the WDB. The list will consist of proposers whose evaluation scores meet or exceed the minimum score and were not selected for award, but with whom contracts may be negotiated and awarded at a later date.

### **Notifications**

The workforce development director or planner will notify all proposers of the status (i.e., selected, rejected, not selected for funding but on contingency list, audit review pending, pre-award survey pending, etc.) of their proposal in writing (email or correspondence) five days from the WDB's selection.

If the review and award schedule specified in the RFP Package must be extended, all proposers will be notified of such extension in writing (email or correspondence) by the director or planner.

### **Pre-selection Negotiations**

The director or planner may contact proposers to obtain clarification of proposal content and/or to request a "best and final" proposal prior to selection. The WDB may select one or more proposers for contract negotiations, and the award will go to the proposer that is most advantageous to the WDB.

### **Verifying Business Operation Capability**

After the WDB has selected a proposal for funding, the director or planner will verify the technical and financial capability of the proposer prior to finalizing the contract. In some cases, the SGRC administrative executive director, the SGRC's auditor, or other individuals may review/verify capability.

Any (or all) of the following items may be reviewed/verified:

- Registration with the Georgia Secretary of State
- Status of federal and state taxes
- County or city license requirements
- Status of Georgia unemployment insurance wage reports and taxes
- Observation of the facilities and equipment
- Review of most recent audit
- Qualifications and experience of staff
- Equal opportunity and grievance procedures
- Procurement procedures
- Other written (or practiced) policies and procedures



## **Documentation of the Procurement**

The planner will maintain a file to document the RFP process. The following items will be maintained and constitute a record of the process:

1. The RFP Package
2. A copy of the public notification
3. A copy of the Letter of Availability
4. The RFP mailing list to which the Letter of Availability was mailed
5. A list of organizations requesting and receiving the RFP package
6. Agenda and minutes of the informational meeting, if applicable
7. A copy of inquiries and clarification updates
8. Log sheet of receipt of proposals
9. An original copy of each proposal received
10. A copy of the checklist used to determine responsiveness for each proposal
11. Completed copies of the review criteria for each member of the evaluation panel
12. The total score for each competitive proposal
13. Minutes of the WDB Youth Committee meeting and the WDB Budget and Proposal Committee meeting and any other meetings if applicable where decisions about the procurement are made
14. A copy of the cost comparison/analysis
15. A copy of the notification to each proposer with the status of the proposal
16. The negotiation memo for each contract, including documentation of reasonableness of cost
17. A copy of any written grievances and the resolution of each.

## **4. Intention to Bid**

An intention to bid will be used when uncertainty exists about (1) the number of providers who have the capacity to provide the needed training/service and (2) the number of competitive proposals that would be received. An intention to bid will include the following steps:

- A. The workforce director or planner will develop a set of preliminary training/services specifications which includes the following:
  1. Specific type of training/services to be performed
  2. Estimated number of participants and specific target group(s) to be served

3. Available funds
  4. Expected period of performance
  5. Geographic area to be served
  6. Type of contract to be awarded
  7. Expected performance criteria, if applicable
  8. Date the proposed RFP will be issued.
- B. The planner will issue an intent to bid letter which includes the above specifications. This letter will also request capacity, capability, and experience information about the agency or organization. It will be mailed to organizations on the RFP mailing list. The letter will advertise a response deadline.
- C. The planner will post on the SGRC web site and publicize (by public notice) the intent to bid in the Waycross Journal Herald and the Valdosta Daily Times (and other newspapers, as appropriate) on the same day as the letter of intent is mailed and/or emailed, and a news release will be sent to other newspapers in the area.

The director or planner will establish criteria to be used to review and evaluate responses to the intent to bid.

If no organization responds, the SGRC may contact organization(s) (noncompetitive procurement) to locate a qualified provider for the training/service, if the SGRC still wants to provide the service. If only one qualified provider responds, the SGRC may use sole source (noncompetitive procurement) method to obtain the training/service. If more than one qualified organization responds, or if only one responds and the SGRC does not want to use this organization, the training/service must be competitively solicited through an RFP.

If an RFP is used, all organizations on the RFP mailing list will be notified of the RFP.

**NONCOMPETITIVE PROCUREMENT** may be necessary in certain situations when competition is not feasible. The SGRC may use noncompetitive procurement in the following circumstances:

1. **Emergency** – The SGRC will use this type of noncompetitive procurement when an emergency exists and the urgency of the requirement will not allow time to obtain competition.

The director or planner will document in writing the justification for the emergency and describe the circumstances supporting the emergency. If the necessity for the emergency stems from an oversight or normally controllable circumstance, the justification will include action to be taken to prevent the recurrence.

If the need generated by the emergency will continue over an extended period of time, a competitive procurement will be used after the emergency has been resolved.

2. **Tuition purchases** – Tuition and related fees, books, and supplies may be purchased noncompetitively for individuals enrolling in classroom training at institutions on the Eligible Provider List.

3. **State authorized noncompetitive procurement** – The SGRC may use noncompetitive procurement when a state agency has authorized the procurement. The director or planner will document in writing the authorization and maintain a copy of correspondence related to the authorization and purchase.
4. **One provider** – The SGRC may use noncompetitive procurement if only one qualified provider for the services being procured is available. The director or planner will document all efforts to identify providers.
5. **Failed Competitive Procurement** – The SGRC may use noncompetitive procurement if a competitive procurement process was conducted and only one responsive and competitive proposal was received.

### ***Approval/Changes***

*Southern Georgia WIB Approved 04.11.13*

*Revisions for WIOA/OMB Uniform Guidance 07/01/2015*

*Revised to correct Micro & Small Purchase Discrepancies 02.26.17*

*Revised & WDB Approved 04.11.18*

*Revised and WDB Approved 11.14.18*



Policy Name: SGRC Procurement Procedures

Effective Date: 07/23/2015

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The purpose of procurement procedures is to establish guidelines governing the purchase of supplies, equipment, contractual services, and other items by the Southern Georgia Regional Commission (RC). These procedures are designed to ensure that the RC's funds are expended in accordance with sound business practices, have sufficient documentation and approval, and that expenditures meet the requirements of federal, state, and local funding agencies. The RC will follow the guidelines established by 2 CFR 200.318-326 as part of these procurement procedures.

These procurement procedures are not intended to restrict or eliminate competition. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. All purchases, regardless of program, will be guided by these procedures and in accordance with applicable agency regulations.

Affirmative action steps will be taken to assure that small and minority businesses and women's business enterprises are used when possible. Affirmative steps will include placing qualified small and minority businesses and women's business enterprises on solicitation lists and assuring that they are solicited whenever they are potential sources.

### **DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the RC that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the equal opportunity to participate in the performance of the RC's contracts which are funded, either wholly or partially, with federal funds from U.S. Department of Transportation financial assistance programs. RC staff is responsible for compliance with this policy within his/her department and will use his/her best efforts to carry out the policy in the solicitation and award of departmental contracts to the fullest extent possible consistent with the efficient operation of the department's work. The formal DBE Policy is contained in a separate document.

### **METHODS OF PROCUREMENT**

Procurement procedures will not be applied to purchases of items or services if:

- The cost of a single item or service is \$500 or less,
- The purchase is made through online government surplus auctions ([www.govdeals.com](http://www.govdeals.com)), or
- The purchase is made from state-approved vendors where a state agency has already satisfied procurement requirements.

For all other purchases, the RC will utilize one of the following methods of procurement:

Micro-purchase – A micro-purchase is the acquisition of supplies and services, the aggregate dollar amount of which does not exceed the micro-purchase threshold set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). (As of July 2015, the micro-purchase threshold is \$3,000.) To the extent practicable, micro purchases will be distributed equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the RC considers the price to be reasonable. For purchases of routine supplies, price quotations may be obtained periodically to ensure the RC is receiving the best price available.

Small purchase – A small purchase is a relatively simple and informal procurement method to secure services, supplies, or other property that does not cost more than the Simplified Acquisition Threshold set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. (As of July 2015, the Simplified Acquisition Threshold amount is \$150,000.) If small purchase procedures are used, price or rate quotations shall be obtained from three qualified sources. Quotations may be obtained via phone, Internet or catalog.

When price quotations are required, a Comparable Price Documentation Form must be attached to the Requisition Form. This form includes a description of the item(s), the quantity, the vendors contacted, the date the quotes were received, the amounts quoted, any pertinent information regarding the quotes, the vendor selected, and the reason for the selection.

Sealed bid (formal advertising) – Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

- The invitation for bids will be advertised as a public notice in the local newspaper and also submitted as a news release in other area newspapers. The RC will notify in writing known suppliers, providing them sufficient time prior to the date set for opening the bids;
- The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest; and
- The RC may reject any and all bids, if there is a sound documented reason. Reasons for rejection include but are not limited to:
  - All bids are over available funds.
  - Funds are no longer available.
  - Bids do not meet specifications.

Competitive proposal – The RC will use the competitive proposal method when more than one source will submit an offer, and/or when program specs are too broad to compare bids solely on the basis of cost/price. If this method is used, the following requirements apply:

- Requests for proposals (RFP) will be publicized as a public notice in the local newspaper and submitted to other area newspapers as a news release. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- The RFP will identify all evaluation factors and their relative importance;
- Proposals will be solicited from bidders' list, and other appropriate sources;

- On the proposals received, evaluations will be conducted by appropriate staff, council members, and/or individuals with expertise/knowledge pertinent to the procured service; and
- Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. As a result, the proposal with the lowest cost may not be awarded the contract.

**Noncompetitive proposal** – Noncompetitive proposal procurement is through solicitation of a proposal from only one source. Procurement by noncompetitive proposal may be used only when the award of a contract is not feasible under small or micro purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:

- The item is available only from a single source;
- The need for the item or service is immediate;
- The awarding agency authorizes noncompetitive proposals; or
- After solicitation of a number of sources, competition is determined inadequate.

The need for noncompetitive procurement will be documented in writing and attached to the Requisition Form or contract, whichever is applicable.

## **VENDORS**

For purposes of this section, vendors will include suppliers, consultants, contractors, and subcontractors. Awards will be made only to responsible suppliers and contractors who possess the potential ability to perform successfully. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

All vendors providing supplies, equipment, or services to the RC shall be reputable firms or individuals having the demonstrated capacity to produce or provide supplies, equipment, and/or services within a reasonable amount of time. All new vendors must furnish a W-9 to the RC prior to receipt of payment.

Vendors shall be subject to disqualification if they are found to misrepresent quality, quantity, or price of supplies, equipment, services, or items delivered. Vendors will also be disqualified if time limits established for the purchases are exceeded.

## **DEBARMENT AND SUSPENSION**

Consistent with federal regulations, RC staff will take necessary steps to ensure that its contractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction/contract.

## **CERTIFICATION REGARDING FEDERAL LOBBYING**

Consistent with Public Law 101-121, Section 319 (31 U.S.C. 1352) RC staff will require contractors whose awards exceed \$100,000 to provide certification regarding compliance with lobbying restrictions.

## **PURCHASING PROCEDURES**

**Initiating a Purchase** – Any staff member may initiate a purchase. A purchase is initiated by completing a standard Requisition Form, listing the supplies, equipment, services, or other item requested, quantity, cost, vendor name, and justification for purchase.

Purchases must have a Requisition Form signed by the originating staff person and approved by the Program Director and the Executive Director or designee. However, in the following exceptions, a Requisition Form may be processed with the signature of the originating staff person and the approval and signature of the Program Director only.

- The requisition total is \$250 or less or
- The cost will be reimbursed to the RC from a source other than the RC's program funding.  
Example: Expenditures for client items in the Money Follows the Person (MFP) program.

Employee travel related items such as registration, lodging, parking, and airfare will not require a Requisition Form. Instead, an Authorization for Out of Area Travel Form signed by the originating staff person and approved by the Program Director and the Executive Director or designee is required. The Authorization for Out of Area Travel Form will list anticipated costs and requested method of payment for each cost (RC credit card, RC check, or reimbursement). If a registration payment by check is required, an original and one copy of the registration form must be attached to the Authorization for Out of Area Travel Form, and the notes on the form must indicate the date by which the check must be received by the registrar.

A Requisition Form is not required for recurring monthly bills such as utility bills, telephone bills, building payment, and payment of items under a contract.

Purchase Orders – Purchases of supplies and equipment will be made by submission of a purchase order to the vendor, unless not required by the vendor.

Purchase orders are prepared in triplicate by the designated staff person only after an approved Requisition Form has been received. The original purchase order will be given to the initiating staff member to submit to the vendor as authorization for the purchase. The first copy will be filed sequentially and the file maintained by RC administrative staff. The second copy, along with the Requisition Form and any other documentation, will be filed in the outstanding purchase order file until an invoice is received.

Other Purchases – Purchases of gas for the RC vehicles are made on the RC gas cards. These cards are provided with each vehicle. Gas purchases will be logged in the vehicle's car book at the time of purchase. Reimbursement for cash purchases of gas will only be made when the gas card is not accepted. In these instances, receipts must be kept and request for reimbursement may be made on a Requisition Form.

## **ACQUISITION AND DISPOSITION OF PROPERTY**

The acquisition and disposal of property is a necessary component of conducting business for the RC. Any purchase or disposition of a single piece of property where the value exceeds \$1,000 must be approved by the Executive Director or his/her designee. In addition, any purchase or disposition of a single piece of property where the value exceeds \$25,000 must be approved by the Executive Committee of the Council. This policy pertains to both real and personal property. All acquisitions and dispositions of property, regardless of program, will be guided by this policy and in accordance with applicable agency regulations.

## **PROCUREMENT PROTEST PROCEDURES**

Any party registering a protest pertaining to the issuance of a contract or award under these procurement procedures must do so in writing within ten (10) calendar days from the date of issuance of the contract or award.

Any dispute concerning a question of fact arising either from a consultant or subrecipient selection decision, or under a consultant or subgrant contract, once executed, shall be decided by the RC Executive Director who,

after advisory consultation with all appropriate RC officials shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party. The Executive Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the appropriate committee. The decision of the Executive Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such copy, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director, who shall arrange a formal hearing within thirty (30) calendar days after receipt of the appeal, before the appropriate committee. Both the disputing party and the appropriate Program Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty (30) calendar days after the hearing, the Chair of the appropriate committee shall direct the committee to make a decision concerning the question of fact in writing to the disputing party and to the Executive Director.

### **STANDARDS OF CONDUCT**

No employee, officer, agent, or council member of the RC shall participate in the selection, award, or administration of a contract if he/she has a real or apparent conflict of interest. Such a conflict of interest would arise when (1) the employee, officer, agent, or council member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization which employs, or is about to employ, any of the parties indicated above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The RC's officers, employees, agents, or council members will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, other than items of nominal intrinsic value.

Violation of the standards of conduct may result in disciplinary action up to and including termination/dismissal.



## COMPARABLE PRICE DOCUMENTATION FORM

Description of Item: _____	
_____	
_____	
Quantity: _____	Delivery Date: _____

Date: _____		Company: _____	
Phone: _____		Person Contacted _____	
Price Quoted: _____	_____		
Comment: _____			
_____			

Date: _____		Company: _____	
Phone: _____		Person Contacted _____	
Price Quoted: _____	_____		
Comment: _____			
_____			

Date: _____		Company: _____	
Phone: _____		Person Contacted _____	
Price Quoted: _____	_____		
Comment: _____			
_____			

<b>Company Selected:</b>	_____
<b>Reason for Selection:</b>	_____
<b>Employee Signature:</b>	_____
<b>Date:</b>	_____



**WIOA SERVICE PROVIDER AGREEMENT**  
**Between**  
**SOUTHERN GEORGIA REGIONAL COMMISSION**  
**And**  
**PROVIDER NAME**

This AGREEMENT, Number 20-06, made and entered into in the City of Waycross, Ware County, State of Georgia, between the Southern Georgia Regional Commission, the Administrative Entity of Georgia Service Delivery Area 18, having its principal office at 1725 South Georgia Parkway, West in the City of Waycross, Georgia, 31503, hereinafter referred to as SGRC, and **Wiregrass Georgia Technical College**, created, organized and existing under, and by virtue of, the laws of the State of Georgia, having its principal office at **4089 Val Tech Road in the City of Valdosta, Lowndes County, Georgia, 31602**, hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, the SGRC operates and administers training programs as an Administrative Entity of Georgia Service Delivery Area 18 under provisions of the Workforce Innovation and Opportunity Act, Public Law 113-128, as amended; and

WHEREAS, said Act and the regulations promulgated there under provide for agreements between an Administrative Entity and units of State and Local Governments, public agencies, profit and nonprofit organizations; and

WHEREAS, the SERVICE PROVIDER provides various services within the area of its jurisdiction.

NOW, THEREFORE, it is mutually agreed as follows:

- A. The SGRC hereby agrees to reimburse the SERVICE PROVIDER for its allowable costs for WIOA Service Coordination for Adults, Dislocated Workers and Youth up to but not to exceed, a total of **\$897,284** distributed among the activities and cost categories authorized under the provisions of Public Law 113-128, as amended.

This is a cost reimbursable AGREEMENT and attached and made a part hereof, is a separate Statement of Work, Attachment A, Budget Summary, Attachment B and Subcontractor Affidavit, Attachment C.

- B. The parties agree to the following terms and conditions:

1. Scope of Work

- a. The SERVICE PROVIDER shall select and manage eligible individuals acceptable to itself in the positions described in Attachment A, and provide them with job training services, and adequate and competent supervision, to enable such persons to enhance their job skills and subsequent employability. If such services include

classroom training, or services at a worksite not under the SERVICE PROVIDER'S immediate supervision, the SERVICE PROVIDER shall be responsible for monitoring the activity, and shall see that all terms and conditions of this AGREEMENT are carried out. The SERVICE PROVIDER hereby agrees to be bound by the terms of said Attachments A, B, and C. In the event of any conflict between this AGREEMENT and Attachments A, B, and C, this AGREEMENT shall govern.

- b. The SERVICE PROVIDER shall periodically monitor all of its activities to assure full compliance with the terms and conditions of this AGREEMENT.

## 2. Maintenance of Existing Effort

- a. The SERVICE PROVIDER further agrees that the funds provided under this AGREEMENT shall only be used to provide employment and training opportunities that could not be provided without this AGREEMENT from funds or sources otherwise available to the SERVICE PROVIDER, or its worksite operators, and that the funds under this AGREEMENT shall not be used to substitute or supplant other funds and sources of revenue.
- b. The SERVICE PROVIDER further agrees not to terminate, lay off or in any way reduce the working hours or to infringe upon the promotional advancement opportunities of any current employee, through the utilization or in anticipation of utilization of any persons with funds under this AGREEMENT.

## 3. Applicable Laws, Policies, and Procedures

The SERVICE PROVIDER agrees to provide services under this AGREEMENT in compliance with the following:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014.
- b. Code of Federal Regulations (CFR) Title 2:
  - i. Part 200, Uniform Administrative Requirements, Allowable Costs, Costs Principles, and Audit Requirements for Federal Awards, Final Rule at 2 CFR, Chapter I and Chapter II, Part 200, et al.
  - ii. Part 220, Cost Principles for Educational Institutions (OMB A-21);
  - iii. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB A-87); and
  - iv. Part 230, Cost Principles for Non-Profit Organization (OMB A-122).
  - v. Part 2900, Chapter XXIX, Department of Labor, et al., and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.

- c. Code of Federal Regulations (CFR) Title 29:
  - i. Part 95 Grants and agreements with institutions of higher education, hospitals, and other non-profit organizations, and with commercial organizations, foreign governments, organizations under the jurisdiction of foreign governments, and international organizations. 5 U.S.C. 301; OMB A-110.
  - ii. Part 96 Audit Requirements for Grants, Contracts and Other Agreements. 31 U.S.C. 7500 et seq.; and OMB Circular A-133.
  - iii. Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 5 U.S.C. 301; OMB Circular A-102.
  - iv. Part 99, Audits of States, Local Governments and Non-Profit Organizations. Public Law 104-156, 110 Stat. 1396 (31 U.S.C. 7500 et seq.) and OMB Circular A-133, as amended.
- d. Code of Federal Regulations (CFR) Title 48, Chapter 1, Subchapter E, Part 31 Federal Acquisition Regulation, Contract Cost Principles and Procedures.
- e. All State legislation and regulations to the extent permitted by Federal Law and all policies, directives and/or procedures, which implement the WIOA.
- f. American's With Disabilities Act (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.
- g. Buy American Act (41 U.S.C. 8301-8305) as stated in Sec. 502 of WIOA, all funds authorized in WIOA must be expended on only American made equipment and products, as required by the Act.
- h. Byrd Anti-Lobbying Amendment found at (31 U.S.C. 1352) for contractors that apply or bid for an award of \$100,000 or more. SERVICE PROVIDER must, prior to contract execution, complete the Certification Regarding Lobbying form.
- i. Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- j. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended for contracts in excess of \$150,000:
- k. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by DOL in 29 CFR Part 5, for contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers.
- l. Conflict of Interest and Code of Conduct Requirements governing Workforce Innovation and Opportunity Act transactions set forth in the United States Code of Federal Regulations.

- m. The Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by DOL in 29 CFR Part 3, regarding all contracts and subcontracts in excess of \$2000 for construction or repair.
- n. The Davis-Bacon Act (40 USC Sec. 3141-3148), as supplemented by DOL in 29 CFR Part 5, concerning wages to laborers and mechanics in construction contracts and subcontracts in excess of \$2000 when required by Federal legislation.
- o. Debarment and Suspension (Executive Orders 12549 and 12689) and in accordance with OMB guidelines at 2 CFR 180. No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
- p. Drug Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal Agency maintain a drug-free workplace. The SERVICE PROVIDER must notify SGRC if an employee of the SERVICE PROVIDER is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
- q. The Energy Policy and Conservation Act (42 USC 6201), found in the state energy conservation plan which was issued in compliance with the Act.
- r. Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Codified for USDOL programs at 29 CFR Part 33. WIOA Section 188.
- s. Fair Labor Standards Act of 1938 (29 CFR 510-794; 29 USC 201) which establishes standards for minimum wages, overtime pay, record-keeping, and child labor.
- t. The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery.
- u. Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia. SERVICE PROVIDER agrees to execute the “Subcontractor Affidavit,” (Attachment C) as required pursuant to O.C.G.A.13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia.
- v. Health Insurance Portability and Accountability Act of 1996 (HIPPA) P.L. 104-191, August 21, 1996.
- w. The Jobs for Veterans Act of 2002, Public Law 107-288, the Vietnam Era Veterans and Rehabilitation Assistance Act of 1974, as amended, and Priority Service to Veterans and Eligible Spouses according to 20 CFR Part 1010.
- x. Rights to Inventions Made Under a Contract or Agreement at 37 CFR Part 401. Applies only if the award meets the definition of “funding agreement” under 37 CFR § 401.2(a)

- y. The Solid Waste Disposal Act (2 CFR § 200.322) Section 6002, as amended by the Resource Conservation and Recovery regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines at 40 CFR Part 247.
- z. Use of Safety Belts in Passenger Vehicles O.C.G.A. § 40-8-76.1 and Miscellaneous Provisions Regarding Writing, Sending, or Reading Text based communication while operating motor vehicles O.C.G.A. § 40.6.241.2.
- aa. Walsh-Healy Act, 41 U.S.C. 35 et seq.
- bb. Service Contract Act of 1965, 41 U.S.C. 351-58, as amended by P. L. 92-473 and P. L. 94-489.

#### 4. Period of Performance

All work under this AGREEMENT, including the actual employment of any individual in a position for which reimbursement is claimed under this AGREEMENT, shall begin on or after, **June 26, 2020** irrespective of the date of signature by the parties, and shall terminate by the close of business on **June 30, 2021**. Any costs accrued before or after the dates shown above shall not be an allowable cost.

#### 5. Cost and Limitations of Funding

The maximum cost of this AGREEMENT is **\$897,284** including any amounts that may be paid directly by the SGRC on behalf of the SERVICE PROVIDER. However, costs which are not expended as a result of vacant or unfilled positions on Attachment A may not be utilized to modify the number of jobs, the duration of employment, the rate of pay beyond the range allowed herein, or any other term of this AGREEMENT, without a specific written amendment to this AGREEMENT signed by both parties to this AGREEMENT.

IN NO EVENT SHALL THE COST REIMBURSABLE AMOUNT UNDER THIS AGREEMENT EXCEED THE AMOUNT SHOWN ABOVE. NOTWITHSTANDING THE ABOVE OR ANY OTHER PROVISION OF THIS AGREEMENT, THE SGRC SHALL HAVE NO LIABILITY FOR COSTS INCURRED WHICH EXCEED THE FUNDS OBLIGATED TO THIS AGREEMENT. IT IS THE SERVICE PROVIDER'S EXCLUSIVE RESPONSIBILITY TO MONITOR AND CONTROL ITS COSTS, BOTH ACTUAL AND ACCRUED, UNDER THIS AGREEMENT AND TO PROMPTLY NOTIFY THE SGRC IF OBLIGATED FUNDS ARE INSUFFICIENT TO COVER PROJECTED COSTS. SUCH NOTICE SHOULD BE RECEIVED BY THE SGRC WITHIN THIRTY DAYS OF THE DATE THAT OBLIGATED FUNDS ARE PROJECTED TO BECOME INSUFFICIENT. FUNDS OBLIGATED TO THIS AGREEMENT MAY ONLY BE INCREASED, UP TO THE AMOUNT OF THE ESTIMATED MAXIMUM COST, BY AN AMENDMENT TO THIS AGREEMENT, WHICH MAY BE UNILATERALLY ISSUED BY THE SGRC. THE SGRC SHALL PROMPTLY NOTIFY THE SERVICE PROVIDER IN WRITING CONCERNING ANY REALLOCATION. MERE NOTICE TO THE SGRC, OR ANY ORAL DISCUSSIONS OR AUTHORIZATIONS, FROM WHOEVER RECEIVED, SHALL NOT CONSTITUTE AN INCREASE IN THE LIABILITY OF THE SGRC. FUNDS OBLIGATED TO THIS AGREEMENT BY AMENDMENT MAY BE

APPLIED TO ANY ALLOWABLE COSTS INCURRED DURING ITS PERIOD OF PERFORMANCE, REGARDLESS OF THE DATE OF THE AMENDMENT.

THE FUNDS CURRENTLY OBLIGATED TO THIS AGREEMENT AND THE LIMIT OF THE SGRC'S LIABILITY TO THE SERVICE PROVIDER ARE AS SHOWN ABOVE. THE SGRC RESERVES THE RIGHT TO REDUCE THE AMOUNT OF FUNDS OBLIGATED TO THE SERVICE PROVIDER UNDER THIS AGREEMENT. THE SGRC MAY WITHDRAW FUNDS FROM THIS AGREEMENT FOR NON-COMPLIANCE WITH THE TERMS, CONDITIONS, AND PERFORMANCE REQUIREMENTS OF THIS AGREEMENT.

It is understood and agreed between the parties to this AGREEMENT that a prerequisite to any payment hereunder is the availability of funds from federal sources after (a) their appropriation by the Congress of the United States of America; (b) approval of the local plan by the Technical College System of Georgia, Office of Workforce Development; and, (c) receipt of State obligational authority for the funds. It is not intended by the parties to this AGREEMENT to create an obligation of the SGRC above and beyond that of funds obligated to the SGRC by the State. Should the SGRC fail to receive such funds in sufficient amounts to cover reimbursement requests occasioned hereunder as a part of its other proper expenditures, then in that event, any obligation for any portion of funds, shall be null and void and shall not be deemed to be nor construed to be an obligation of the SGRC. In the event such receipts are determined by the Executive Director of the SGRC to be insufficient or unavailable for any payment hereunder, the SGRC Executive Director shall certify that fact to the other party or parties to this AGREEMENT and such certification shall be conclusive. Should funds later be appropriated and/or made available to the SGRC by the State retroactively to any given date for payment(s) under terms and provisions of this AGREEMENT, it shall be valid and subsisting as to such payment(s) authorized and so funded, and they shall be made hereunder to the same extent as if the funds had been appropriated and made available in a timely fashion. The SGRC agrees that it will take all reasonable measures to assure that sufficient funds are made available to it by the State to carry out the terms and provisions of this AGREEMENT.

## 6. Administration

### a. Allowable Costs

The costs reimbursable under this AGREEMENT shall be limited to the necessary and reasonable costs of providing employment and training subject to the terms and conditions of this AGREEMENT, and the attachments thereto. In no event shall the allowable costs for any category of the budget(s) attached hereto exceed the budgeted amount.

### b. Reports

- (1) The SERVICE PROVIDER shall forward monthly financial reports to the SGRC by the 10<sup>th</sup> calendar day of the month following the month in which the costs are incurred. These reports shall show all costs paid and accrued during the preceding calendar month. Reporting forms provided by the SGRC shall be utilized. All information contained in the financial reports shall be taken directly

from, or linked by worksheet to the books of original entry, supported by adequate documentation, and on an accrual basis.

The closeout final report shall be delivered to the SGRC within fifteen (15) days after the end of the period of performance. Financial reports shall be signed and verified by a responsible agent of the SERVICE PROVIDER, who shall not be a WIOA participant, and who is identified in this AGREEMENT. The SERVICE PROVIDER shall immediately notify the SGRC of any change in the identity of its responsible agent for financial reports.

- (2) The SERVICE PROVIDER shall provide to the SGRC, upon written request, such periodic or special reports as are required by law or by the SGRC.
- (3) The SERVICE PROVIDER, if an employer, agrees to promptly file all required wage reports and pay the unemployment taxes due thereon during the term of this AGREEMENT, and is liable for payment of unemployment taxes under official code of Georgia, Section 34-8-1, et seq. (Georgia Employment Security Law).

c. Compensation

The SGRC, after examining the monthly financial reports from the SERVICE PROVIDER will determine the reimbursement to which the SERVICE PROVIDER is entitled. Payment by the SGRC to the SERVICE PROVIDER of the authorized reimbursement will be within three days following the receipt of the funds from the Technical College System of Georgia, Office of Workforce Development.

d. Records

- (1) Retention of Records (as specified in 29 CFR 97.42 or 29 CFR 95.53) and Section 185 of WIOA.

The SERVICE PROVIDER will keep on a current basis and retain for a period of at least five years from the end of the period of performance adequate financial records that fully support all items for which reimbursement is claimed, and which show the use and application of funds received or paid to the SERVICE PROVIDER under this AGREEMENT. In the event of litigation involving any of the aforementioned records, the SERVICE PROVIDER will maintain the records in question until the litigation is finally resolved. These financial records shall include, but are not limited to, those that are enumerated in section 6.b. above and section 6.d. (2) and (3) below.

- (2) Participant Records

Records for participants shall include, but are not limited to, a career plan; a completed enrollment form for each person actually enrolled; completed time and attendance records signed by an instructor or supervisor and by the participant showing distribution on an hourly basis of working, in classes, in work experience, or other categories as appropriate and showing the number of days



of participation each week for each participant for whom direct charges are claimed; evidence of allowance paid to participants; financial reports filed with the SGRC; and the worksheets generated to support such financial reports.

### (3) Employees Records

Records for employees shall include, but are not limited to, time and attendance reports signed by a supervisor and the employee showing distribution on an hourly basis of all time worked, leave taken or other categories as appropriate for each employee for whom direct charges are claimed; evidence of wages paid to such employee during the period for which reimbursement is claimed; copies of the financial reports filed with the SGRC; and the worksheets generated to support the financial reports.

### (4) Access to Records

The U.S. Department of Labor, the Technical College System of Georgia, Office of Workforce Development, the local Workforce Development Board, the SGRC, or authorized representatives of any of them, shall have the right to review performance and to inspect or copy any and all records, books, paper and documents which relate to this AGREEMENT at any time during its performance or thereafter until the end of the record retention periods defined in Section 6.d. (1) above. Such inspection may take place with or without notice at any time during normal business hours wherever the records are maintained; provided, if the SERVICE PROVIDER maintains or relocates any or all of the records outside of the county of employment, it shall make them available, at its expense, either at some reasonable location in the area or at a designated office of the SGRC upon reasonable demand and notice.

### e. Property

The SERVICE PROVIDER agrees to obtain written approval from the SGRC prior to the purchase of any item or property, expendable or otherwise, not shown on Attachment B, for which reimbursement is claimed under this AGREEMENT. Upon completion of the work under this AGREEMENT, or its termination, the SERVICE PROVIDER will dispose of any remaining property in accordance with instructions from the SGRC; until such instructions are received, the right to retain or dispose of the property shall remain in the SGRC, in accordance with applicable Federal law and regulations.

### f. Payments to Participants

If the work statement and budget, Attachment A and B, provide for the payment of wages, allowances, or other payments to participants or third parties under this AGREEMENT, such payments may be made by the SERVICE PROVIDER only after obtaining proper documentary assurance that the payments are in fact due and have been earned.

## g. Insurance

### (1) Fidelity Bonds

The person who executes this contract and those having responsibility for the expenditure of funds made available under this contract shall be required to post and maintain throughout the period of performance of this AGREEMENT a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State of Georgia against loss of funds coming into their possession under the terms of this AGREEMENT. The dollar amount of the fidelity bond must be equal to 15% of the total contract budget.

### (2) Accident Insurance

The SGRC shall ensure that all WIOA participants are covered either by Georgia Worker Compensation Law or provided with on-site medical or accident insurance and make available a copy of the insurance policy or policies to the SERVICE PROVIDER.

### (3) Motor Vehicle Insurance

The SERVICE PROVIDER shall ensure that it and the SGRC are protected, and that the SGRC is held harmless against claims arising from the ownership, maintenance, or use of a motor vehicle in conducting activities under this AGREEMENT.

This protection is limited to automobile liability insurance covering bodily injury and property damage. The SERVICE PROVIDER will provide the State of Georgia's minimum coverage of \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage on vehicles used in conducting activities under this AGREEMENT.

## h. Benefits and Working Conditions

If the work statement and budget, Attachments A and B, provide for activities which include subsidized employment for participants, the SERVICE PROVIDER will ensure the benefits and working conditions are at the same level and to the same extent as other employees working a similar length of time and doing the same type of work for that employer.

## 7. Audit Requirements

The SERVICE PROVIDER agrees to comply with 29 CFR Parts 96 Audit Requirements for grants, contracts and other agreements and 29 CFR Parts 99 Audit Requirements of States, Local Governments, and Non-Profit Organizations as codified from OMB Circular A-133.

The SERVICE PROVIDER shall comply with the provisions of the Single Audit Act of 1996 and United States Office of Management and Budget (OMB) Uniform Guidance. All

governmental and non-profit organizations must follow the audit requirements of OMB Uniform Guidance. These requirements are found at 29 CFR Parts 96 and 99.

Commercial organizations which are sub-recipients under WIOA Title I and which expend more than \$750,000 must have either an organization-wide audit conducted in accordance with 29 CFR Parts 96 and 99 or a program specific financial or compliance audit.

The audit must be submitted within 180 days after the close of the SERVICE PROVIDER'S fiscal year or within 30 days after receipt of the auditor's report.

A "State Organization" included within the State of Georgia's financial reporting entity will be considered to be in compliance upon submission of a "Management Report" prepared by the Georgia Department of Audits and accompanied by a "Summary Schedule of Prior Audit Findings" in accordance with 29 CFR Parts 96 and 99.

#### Audit Exceptions and Corrective Action Plan

The SERVICE PROVIDER agrees to comply, when applicable, with appropriate sections of 29 CFR Parts 96 and 99 codified from OMB Circular A-133.

The SERVICE PROVIDER will be liable for any audit exceptions (findings, questioned costs, disallowed costs) resulting from failure to adhere to any of the regulations cited in the AGREEMENT or any appropriate state or federal law. When the costs have been declared disallowed by the SGRC, such funds shall be promptly refunded to the SGRC upon written request from the SGRC to the SERVICE PROVIDER.

#### 8. Debt Collection

Funds paid for reimbursement of costs which are deemed to be disallowed costs by the SGRC, regardless of the existence of counter-claims or offsets, or when discovered, shall be promptly refunded to the SGRC upon written request from the SGRC to the SERVICE PROVIDER.

The SGRC may recover disallowed cost and/or overpayment by (1) withholding the amount from future reimbursements due to the SERVICE PROVIDER or (2) allowing appropriate adjustments in a current agreement between the SGRC and the SERVICE PROVIDER.

#### 9. Fraud or Criminal Malfeasance, Misapplication of Funds and/or Gross Mismanagement

The SGRC shall report all cases of suspected fraud or criminal malfeasance, misapplication of funds and gross mismanagement to the Employment and Training Administration, Regional Office, U.S. Department of Labor as soon as possible after discovery. Payments to the SERVICE PROVIDER may be withheld until all issues are completely resolved.

## 10. Disputes

Except as otherwise provided in the AGREEMENT, any dispute concerning a question or fact arising under this AGREEMENT which is not disposed of by this AGREEMENT shall be decided by the SGRC Executive Director, or his duly authorized representative, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the SERVICE PROVIDER. The decision of the SGRC Executive Director, or his duly appointed representative for the determination of such appeal, shall be final and conclusive to the extent permitted by law. In connection with any appeal proceeding under this clause, the SERVICE PROVIDER shall be afforded an opportunity to be heard to offer evidence as support of its appeal.

Pending final decision of a dispute hereunder, the SERVICE PROVIDER shall proceed diligently with the performance of this AGREEMENT and in accordance with the SGRC Executive Director's decision.

This dispute clause does not preclude consideration of question in law in connection with decisions provided for in the paragraph above; provided that nothing in this AGREEMENT shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 11. Violations of this AGREEMENT

The SGRC will impose sanctions and penalties for violations or breaches of the terms of this AGREEMENT. Sanctions and penalties include, but are not limited to, the following:

- a. Withholding payment to the SERVICE PROVIDER until the violation has been corrected;
- b. Disallowance of costs associated with or created by the violation;
- c. De-obligation of funds from this AGREEMENT;
- d. Terminations of this AGREEMENT in accordance with section 12.

## 12. Termination

- a. The SGRC, in the exercise of its discretion and under its obligation to protect public funds, may terminate this AGREEMENT for cause at any time, without prior notice or warning, effective immediately upon receipt by the SERVICE PROVIDER of a notice of termination for cause. Such notices of termination for cause may specify a later date, but provision of a later date shall not relieve the SERVICE PROVIDER of ultimate liability for any funds later determined by the SGRC to be disallowed.
- b. Either party may terminate this AGREEMENT, without cause, for its convenience, by providing a minimum of thirty days written notice thereof to the other party. Failure to supply additional funding shall not be considered as a form of termination.

- c. The SERVICE PROVIDER shall not incur new obligations after the effective date of the termination and shall submit to the SGRC within forty-five days after the termination date, a financial closeout report. Failure to submit this report timely constitutes a complete waiver by the SERVICE PROVIDER of any and all claims against the SGRC for payments of the invoice.
- d. No costs for which reimbursement is claimed shall be accrued after the date of termination, which shall in all other respects (final report of expenditures, retention of records, audit, etc.) be considered as the date of completion of the period of performance.

### 13. Modification/Amendments

- a. This AGREEMENT incorporates all prior negotiations, interpretations, and understandings between the parties and is their full and complete expression of their agreement. Any change, alteration, deletion, or addition to the terms set forth in this AGREEMENT must be by a written amendment, which shall be effective from the original date of the AGREEMENT unless a contrary specific contention appears on the face of the amendment.
- b. The SGRC may adjust line items at the request of the SERVICE PROVIDER. Such requests must be in writing.
- c. Unilateral modification by the SGRC may occur in cases of non-compliance, unreasonable delays, non-performance, or under performance. Planned performance shall be monitored against actual performance on a quarterly basis. Under performance in any quarter shall constitute SERVICE PROVIDER approval of unilateral reduction in funds to the level of actual performance.
- d. Unilateral modification by the SGRC may occur when cost data during negotiations was not accurate, complete or current. A unilateral modification by the SGRC may occur when a federal or state requirement has been added, changed, revised, or amended during the period of performance or became effective during the period of performance.
- e. The SERVICE PROVIDER agrees to follow and be bound by the terms and conditions of any policy decision or directives from the SGRC, from the Technical College System of Georgia, Office of Workforce Development, or from the U.S. Department of Labor, effective upon receipt of written notice from the SGRC directing that said terms and conditions apply to this AGREEMENT.
- f. Modifications/amendments to this AGREEMENT must be within the scope of the AGREEMENT. This AGREEMENT may be extended beyond the period of performance under the terms described in Attachment A.

### 14. Program Income

Program income is income received by the SERVICE PROVIDER directly generated by an activity or earned only as a result of this AGREEMENT. Earnings by the SERVICE

PROVIDER from this AGREEMENT through such activities as fees for services performed and conference, sale of commodities or items fabricated, usage or rental fees from real or personal property acquired through the agreement, revenues earned by a governmental or private non-profit service provider in excess of actual costs incurred in providing services, and interest income must be used to further WIOA program objectives only.

The SERVICE PROVIDER must account for program income and report this income to the SGRC monthly. The SERVICE PROVIDER may retain the program income, provided it is used only for WIOA purposes that are authorized under this AGREEMENT. If the SERVICE PROVIDER cannot use the program income as described above, it must be paid to the SGRC with the submission of the closeout invoice.

#### 15. Equal Opportunity

During the period of performance for this AGREEMENT, the SERVICE PROVIDER agrees to the following:

- a. The SERVICE PROVIDER will comply fully with the non-discrimination and equal opportunity provisions in section 188 of the Workforce Innovation and Opportunity Act (WIOA),; Title VI of the Civil Right Act of 1964, as amended; the Age Discrimination Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- b. The SERVICE PROVIDER will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, age, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), disability, national origin (including limited English proficiency) or political affiliation or belief. The SERVICE PROVIDER will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of participation/employment without regard to their race, color, age, religion, sex, disability, national origin, political affiliation or belief. Such must include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SERVICE PROVIDER agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.
- c. The SERVICE PROVIDER will, in all solicitations or advertisements for employees or participants placed by or on behalf of the SERVICE PROVIDER, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, disability, national origin, political affiliation or belief.
- d. The SERVICE PROVIDER will permit access to any contract-related books, record, and accounts by the contracting agency, the State and the Secretary of Labor for

purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.

- e. In the event of the SERVICE PROVIDER'S non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the SERVICE PROVIDER may be declared ineligible for further government contracts, and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

16. Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts in excess of \$100,000.

The SERVICE PROVIDER must comply with the following:

a. Overtime Requirements

The SERVICE PROVIDER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics in any work week to which he or she is employed on such work to work in excess of forty hours in such work week unless such a laborer or mechanic receives compensation at a rate not less than one and one-half times his or her basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation

Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a), the SERVICE PROVIDER and any subcontractor responsible therefore will be liable to any affected employee for his or her unpaid wages. In addition, such SERVICE PROVIDER or subcontractor will be liable to the United States. Such liquidated damages will be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (a).

c. Withholding for Unpaid Wages and Liquidated Damages

The USDOL and its grantees may withhold or cause to be withheld, from any monies payable on account of work performed by the SERVICE PROVIDER or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of such SERVICE PROVIDER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b).

d. Subcontracts

The SERVICE PROVIDER must insert in any subcontracts the clauses set forth in subparagraphs (a), (b), and (c) of this paragraph and also a clause requiring the subcontractors to include these clauses to any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

e. Records

The SERVICE PROVIDER must maintain payroll records containing the information specified in 29 CFR 516.2 (a) and section 185 of WIOA. Such records must be preserved for three years from the completion of the contract.

17. Miscellaneous Provisions

a. Grievances

The SERVICE PROVIDER agrees to develop and utilize grievance and complaint procedures for grievances or complaints about its WIOA activities. These procedures may be used by participants, recipients, all WIOA-funded staff and other interested persons.

b. Officials Not to Benefit

No member of or delegate to a State or area Workforce Development Board shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from; but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

c. Covenant Against Contingent Fees

As an inducement to the SGRC to enter into this AGREEMENT, the SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach or violation of this warranty shall constitute grounds for immediate termination of this AGREEMENT; damages for such breach are established as an amount equal to all funds previously provided the SERVICE PROVIDER under this AGREEMENT.

d. Employee-Trainee Fringe Benefits

Hourly wages paid to and fringe benefits received by employees and participants shall not be less than the following, whichever is higher:

- (1) The minimum rate required under the Fair Labor Standards Act; or
- (2) Any minimum rate applicable to the employee and required under any federal, state, or local law; or



(3) The minimum entrance rate for inexperienced workers in the same occupation in the establishment, or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or

(4) The wage rate required by an applicable collective bargaining agreement.

e. Disclosure of Confidential Information

The SERVICE PROVIDER agrees to maintain the confidentiality of any information regarding applicants, project participants, or their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other sources. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this AGREEMENT and to persons having responsibilities under this AGREEMENT.

f. Code of Conduct, and Conflict of Interest

No officer, employee, or agent of the SERVICE PROVIDER shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this AGREEMENT.

No officer, employee, or agent of the SERVICE PROVIDER shall participate in the selection, award, or administration of a procurement supported by WIOA funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization that may be considered for award:

- (1) the officer, employee, or agent;
- (2) any member of his or her immediate family;
- (3) his or her partner; or
- (4) a person or organization that employs, or is about to employ, any of the above.

g. Nepotism

SERVICE PROVIDER shall not hire, employ or contract with a person in an administrative capacity, on-the-job training position, which is funded in whole or in part by funds provided by this AGREEMENT, if a member of that person's immediate family is engaged in an administrative capacity or is employed in a staff position for the SERVICE PROVIDER.

For the purposes of this AGREEMENT:

- (1) The term "immediate family" shall mean the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent and grandchild.

- (2) The term “administrative capacity” shall apply to those positions held by persons who have administrative responsibilities for a program under this AGREEMENT, including but not limited to the project director, deputy director and unit chiefs, and persons who have selection, hiring, placement, and/or supervisory responsibilities for WIOA participants.
- (3) The term “staff position” includes all positions funded in whole or in part by this AGREEMENT, including, but not limited to, instructors, counselors, and staff personnel involved in administration, training, or service activities.

h. Indemnification

The SERVICE PROVIDER agrees to indemnify and hold harmless the SGRC against any and all liability, loss, damages, cost, or expenses which it may hereafter incur, suffer, or be required to pay for reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the SERVICE PROVIDER or its employees or of any subcontractor of the SERVICE PROVIDER.

i. Procurement

All procurement must be in compliance with 29 CFR Part 97 (OMB Circular A-102 was relocated under Uniform Guidance regulations.)

The SERVICE PROVIDER will take the following actions to ensure that small, minority, and women’s businesses shall have the maximum practical opportunity to participate in the performance of this AGREEMENT:

- (1) Include small, minority, and women’s businesses on source lists and assure that they are solicited whenever they are potential sources.
- (2) Divide total requirements into small requirements to permit maximum participation of these groups whenever economically feasible; and
- (3) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.

j. Assignments and Subcontracting

All work to be performed, including training services and supervision, shall be performed directly by the SERVICE PROVIDER and neither subcontracted nor assigned unless specifically set forth in Attachment A to this AGREEMENT or approved in writing by the SGRC prior to the subcontracting or assignment. Payments due from the SGRC shall not be assigned without the SGRC’s prior consent.

k. Political Activities

Funds provided under this AGREEMENT shall not be used for any activity involving political activities. The restrictions provided above shall not include the right of employees to vote, sign petitions, or speak or write on political subjects unrelated to a specific political campaign.

l. Religious Activities

Funds provided under the AGREEMENT shall not be used for any activities involving religious activities. Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used in whole or in part for sectarian instruction or as a place for religious worship.

m. Public Service Employment

Funds under this AGREEMENT shall not be used for public service employment.

n. Out of State Travel

Funds shall not be utilized to pay any costs incurred for travel outside the State of Georgia unless said costs are specifically set forth as interstate travel in Attachment B to this AGREEMENT or approved in writing in advance of said travel by the SGRC; provided further, that if travel outside Georgia is approved, and said travel is to be made by air, first class accommodations shall not be allowed.

o. Entertainment

Funds under this AGREEMENT shall not be used for entertainment purposes.

p. Retirement Contributions on Behalf of Participants

Contributions made on behalf of any participant to retirement systems or plans are not allowable costs under this AGREEMENT.

q. Insurance Premiums to Protect From Debts Against the State of Georgia or the United States

Funds under this AGREEMENT shall not be used for the payment of premiums for insurance policies that provide protection from debts against the State of Georgia or the United States Government.

r. Legal Expenses Against the State of Georgia or United States Government

Funds under this AGREEMENT shall not be used for legal expenses for the prosecution of claims against the State of Georgia or the United States Government.

s. Certification Regarding Lobbying

Funds under this AGREEMENT shall not be used for lobbying the executive or legislative branch of the federal government.

t. Copyrights, Data Rights, Patents

If this AGREEMENT results in a book or other copyrightable material, patents, or data rights, the originator is free to utilize the work, but the SGRC reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

u. Debarment and Suspension

The SERVICE PROVIDER is not currently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by a federal department or agency.

v. Union Organizing

Funds provided under this AGREEMENT may not be used to promote or discourage union organizing.

w. Fees

No officer, employee, or agent of the SERVICE PROVIDER shall charge a fee for services during the scope of service delivery to include, but not limited to, resume preparation, career development, job leads, referrals, or training opportunities.

x. Employment Generating Activity

No funds under this AGREEMENT may be utilized for employment generating activities.

y. Displacement of Employees

Employers may not reduce hours; deny promotional opportunities, or layoff employees as a result of WIOA program participation.

The following individual(s) are authorized to sign and verify invoices related to this AGREEMENT:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

IN WITNESS WHEREOF, the SGRC and the SERVICE PROVIDER agree to the terms and conditions of this AGREEMENT as set forth above affixing their signatures hereto, the Executive Director of the SGRC being authorized to contract for the SGRC, and the President, being authorized to contract for the SERVICE PROVIDER.

This AGREEMENT is effective the 26th day of June 2020, irrespective of the date of signature by the parties.

\_\_\_\_\_  
*Name of Service Provider*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Typed Name*

\_\_\_\_\_  
*Title or Capacity*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

-----  
**Southern Georgia Regional Commission**

**Lisa Cribb**

\_\_\_\_\_  
*Typed Name*

**Executive Director**

\_\_\_\_\_  
*Title or Capacity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Joyce Evans**

\_\_\_\_\_  
*Typed Name*

**Regional Council Chair**

\_\_\_\_\_  
*Title or Capacity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Witness*

## STATEMENT OF WORK

### I. PROGRAM OPERATOR DATA

Program Operator: Provider Name  
Provider Street  
City, State & Zip  
Phone: (XXX) XXX-XXXX

Project: WIOA ITA Service Coordination for Adults, Dislocated Workers (DW) and Youth

Contract Period: June 26, 2020 through June 30, 2021

Contact Person(s): Name, Title

### II. SUMMARY

#### A. Purpose and Objective of Project

The purpose of this project is:

1. To provide effective service coordination, case management, and follow-up services for Workforce Innovation and Opportunity Act (WIOA) customers, including those who utilize Individual Training Accounts (ITAs) to attend occupational skills training programs at technical colleges, community colleges, etc.

AND

2. To assist customers in obtaining employment, retaining employment, attaining an increase in post-program earnings, and, whenever possible, earning a credential.

#### B. Number to be Served

Occupational skills training services are estimated to continue on June 26, 2020 for approximately 96 adults, 2 dislocated workers, and 0 youth. Adult GED services are estimated to continue to approximately 5 adults. In addition, case management services (for both ITA and Adult GED) will be provided for approximately 239 adults, 8 dislocated workers and 5 youth. Follow up services will be provided for approximately 158 adults, 8 dislocated workers and 6 youth. As funds permit, customers in all categories (adult, dislocated worker, and youth) may be registered for provision of services. Actual registrations will occur based on the availability of funding during the contract period. Customers receiving

core services only are not included in the total numbers to be served.

### **C. Population/Area to be Served**

Participants must be residents of the Southern Georgia area (including the counties of Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Clinch, Charlton, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner and Ware) at the time of participation. However, in the case of dislocated workers, participants may be residents of other areas if their place of dislocation was/is within the Southern Georgia area.

It is anticipated that most students will attend training programs at facilities in the local area (Abraham Baldwin Agricultural College, Coastal Pines Technical College, South Georgia State College, Southern Regional Technical College, Valdosta State University and Wiregrass Georgia Technical College, etc.). However, under WIOA, customers may choose to attend an approved training program at any training facility on the statewide eligible provider list. If this is a feasible alternative for the customer, he/she may choose to attend an approved training program in another part of the state, or even in another state.

Wiregrass Georgia Technical College (WGTC) WIOA staff will be responsible for the provision of case management, service coordination and follow-up for individuals who select the option of attending WGTC. Applicants seeking training at other schools will be referred to the appropriate service provider.

## **III. PROJECT OPERATION/CLIENT SERVICES**

### **A. Outreach and Recruitment**

Case management staff of WGTC will provide services at the school. In addition, services will be provided by SGRC WIOA staff located at the Valdosta Department of Labor, which is a one-stop site in the Southern Georgia area. Participation in the one-stop system will result in one-stop partners, including staff of local technical colleges and Georgia Department of Labor, referring customers when it appears that WIOA services are appropriate. Outreach activities including public service announcements, newspaper advertisements, fliers, and speakers at job and career fairs will be utilized as appropriate.

### **B. Eligibility Determination**

SERVICE PROVIDER staff will be responsible for determining and documenting initial eligibility. Appropriate documentation of eligibility will be maintained in participant files. Eligibility determination must be completed in accordance with the Workforce Innovation and Opportunity Act and regulations found in 20 CFR parts 660-671. SGRC staff will certify eligibility of recruited participants, based on documentation secured by the SERVICE PROVIDER.



- ❑ Default Status
  - WIOA funds will not be utilized for educational expenses of students who are ineligible for other types of student financial assistance because they are in “default status”.
- ❑ Academic Probation
  - WIOA funds will not be utilized for a customer who fails to make satisfactory academic progress. Specifically, funds will not be extended during a period of academic probation. However, upon a customer’s removal from academic probation status and recovery of standard admission status, WIOA funds may be accessed again.

## 1. All Participants:

- ❑ WIOA participants must be citizens of the United States, or individuals authorized to legally work in the United States.
- ❑ Where applicable, individuals must comply with the Military Selective Service Act. Citizenship and draft registration status must be verified and documented.
- ❑ Veterans who meet WIOA eligibility requirements will be given priority of services over non-veterans who also meet WIOA eligibility requirements.
- ❑ Individuals who are employed at the time of participation must not be earning a “self-sufficient” wage, as defined by the Local Policy.
- ❑ Family is defined as two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:
  - a) A husband, wife, and dependent children.
  - b) A parent or legal guardian and dependent children.
  - c) A husband and wife.

## 2. Adults:

If an individual is to be served as an adult, his/her status as an adult must be verified and documented. The definition of “adult” is outlined in WIOA section 3(2). Essentially, an “adult” is defined as an individual who:

- a) is 18 years of age or older; **AND**
- b) is unemployed, defined as he/she has not worked in the seven (7) days prior to application; **OR**
- c) is underemployed, defined as at the time of registration he/she must not be earning a “self-sufficient” wage, as defined by the Local Policy.

### 3. Dislocated Worker:

If an individual is to be served as a dislocated worker, his/her status as a dislocated worker must be verified and documented. The definition of dislocated worker is outlined in WIOA section 3 (15-16). Essentially, a “dislocated worker” is defined as an individual who is one of the following:

- a) has been terminated or laid off, or who has received a notice of termination or layoff, from employment; and
  - ☐ is eligible for or has exhausted unemployment compensation; or
  - ☐ has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121, attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
    - is unlikely to return to a previous industry or occupation.
- b) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at a plant, facility, or enterprise; or
  - ☐ is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days.
- c) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of natural disasters.
- d) is a displaced homemaker (defined under (Section 16 (A)(i) as an individual who has been providing unpaid services to family members in the home and who has been dependent on the income of another family member but is no longer supported by that income; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment).
- e) is the spouse of a member of the Armed Forces on active duty (defined under (Section 16 (A)(ii) as the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of deployment, a call or order to active duty pursuant to a provision of law, a permanent change of station, or service connected death or disability of the member) and who has experienced a loss of employment as a direct result of relocation to accommodate employment as a direct result of relocation to accommodate a permanent change in duty station of such member.

- f) is the spouse of a member of the Armed Forces on active duty and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

#### 4. **Out-of-School Youth:**

If an individual is to be served as an out-of-school youth, his/her status as a youth must be verified and documented. The definition of an “out-of-school youth” is outlined in WIOA section 129 (1)(B). Essentially, an “out-of-school youth” is defined as an individual who:

- a) is not attending any school (as defined under State law) **and**
- b) is not younger than age 16 or older than age 24 **and**

#### **Is one or more of the following:**

- 1) A school dropout.
- 2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
- 3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual **and** is:
  - Basic skills deficient; **OR**
  - An English language learner.
- 4) An individual who is subject to the juvenile or adult justice system.
- 5) A homeless individual, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement.
- 6) An individual who is pregnant or parenting.
- 7) A youth who is an individual with a disability.
- 8) A low income individual who requires additional assistance to complete an educational program or to secure or hold employment.

**Special Rule (Section 129 (2)):** The term “low-income”, used with respect to an individual, also includes a youth living in a high-poverty area.

#### 5. **In-School Youth:**

If an individual is to be served as an in-school youth, his/her status as a youth must be verified and documented. The definition of an “in-school youth” is outlined in WIOA section 129 (1)(C). Essentially, an “in-school youth” is defined as an individual who is:

- a) Attending school (as defined by State Law); **AND**
- b) Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21; **AND**
- c) Low income; **AND**

**Special Rule (Section 129 (2)):** The term “low-income”, used with respect to an individual, also includes a youth living in a high-poverty area.  
**Is one or more of the following:**

- 1) Basic skills deficient.
- 2) An English language learner.
- 3) An offender.
- 4) A homeless individual, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement.
- 5) Pregnant or parenting.
- 6) A youth who is an individual with a disability.

For youth eligibility purposes, a customer who has reached his/her 19<sup>th</sup> birthday, is living at home with parent/guardian, but who has individual earnings in the six-months prior to application that are at least \$2,500, may be considered a “non-dependent individual” or a “family of one”. As defined by local policy.

In determining the dependent status of children living in the household, refer to the Internal Revenue Code and the Working Families Tax Relief Act of 2004. A dependent child is defined as a child who:

- 1. is the taxpayer’s child, sibling or step-sibling, or a descendant of any such relative;
- 2. has the same principle abode as the taxpayer for more than one-half the taxable year;
- 3. is younger than 19 as of the close of the year, or is a student younger than 24 as of the close of the year (no age limit for someone who is disabled); and
- 4. has provided one-half or less of his or her own support for the year.

The section of Area 18’s definition of “requires additional assistance to complete an educational program, or to secure and hold employment” that applies to this contract is as follows:

- A youth who possesses a high school diploma or GED but is unemployed or underemployed (in that he/she is not earning a self-sufficient wage as defined

by WIOA Area 18 “Self-Sufficiency Policy”) as documented by verification of income; OR

- A youth who possesses a high school diploma or GED but has a poor work history defined as the lack of employment for a minimum of six consecutive months with the same employer (as documented by UI wage information or verification of income or by self-attestation of lack of employment).

### **C. Assessment and Individual Employment Plan Development**

An in-depth assessment is an “individualized” comprehensive review of a participant’s skills, needs, and interests for the purpose of designing an effective employment or training plan. Specialized tests and other assessment instruments or activities may be used to identify and evaluate individual aptitudes, achievement, interests, values, skills, and employment barriers.

Testing data collected will not be the same for every customer. SERVICE PROVIDER staff will determine the need for testing on a case-by-case basis for adults and dislocated workers. For instance, if a customer has already begun a training program and is making satisfactory academic progress, testing is probably not appropriate. However, when a thorough analysis of strengths and weaknesses related to the employment and training process is indicated, SERVICE PROVIDER staff will conduct an in-depth assessment, including testing. Also, if a recent assessment (or partial assessment) has been conducted by a partner agency, applicable portions of the prior assessment should be utilized to prevent duplication.

Regardless of the selected testing instrument(s), a one-on-one, face-to-face interview must be conducted with every participant. Topics of discussion will include test results, employment goals, training options (WIOA and non-WIOA), and the participant’s family/support network. Documentation of the customer’s assessment must be maintained in the participant file. All referrals must be documented.

Based on the assessment outcomes, the case manager and the participant will develop an Individual Employment Plan (IEP) to serve as a management tool to plan, guide, track, and document the participant’s progress. The IEP should identify additional needed assistance, including training. The IEP information will be entered into the statewide Georgia Virtual One Stop on-line system and will be continually updated during WIOA participation.

New youth must be assessed before an intensive service is provided. Youth whose test scores indicate reading or math skills between 7.0 and 8.9 will receive intensive services that offer quality basic skills enhancement services as well as other services that will keep them engaged in the program. It is allowable to use pre-tests that are administered up to six months prior to the date of first WIOA youth service, if such pre-test scores are available.

#### **D. Provision of Eligible Provider Information**

Customers selected for training may choose any locally approved program at the school. However, SERVICE PROVIDER staff will be responsible for ensuring that customers make informed choices. Therefore, SERVICE PROVIDER staff will be familiar with labor market information, including demand occupations. They will also be responsible for assisting customers in accessing available performance information (completion rates, placement rates, placement salaries, etc.) about the occupational skills programs. This will allow customers to practice “comparison shopping” when selecting a training program.

#### **E. Effective Counseling and Case Management**

SERVICE PROVIDER staff will be responsible for the provision of case management services, including service coordination and counseling. Where possible, a single individual shall provide case management throughout a customer’s WIOA participation and follow-up period.

Comprehensive counseling and case management will be utilized to correlate and document the needs and goals of participants in the pursuit of training, employment and employment retention. This information will be outlined in case notes and further tracked in an IEP. During the course of case management, these needs and goals will continually change. It is the responsibility of the case manager to guide the customer through this process to assist the customer to plan and coordinate these steps to reach the desired outcomes. This information must be continually updated in the IEP.

The case manager must contact participants at least once per month to determine status of the activity in which the customer is engaged and to provide whatever services are needed, i. e., to recommend intervention strategies for an individual whose academic status is in jeopardy, or other barriers that will affect their ability to continue training, and/or their ability to seek employment. Information derived from these contacts will be clearly tracked and documented in the counseling notes section of the Georgia Virtual One Stop system. Concise and professional case notes should reflect effective leadership of the participant in the cultivation of responsibility, employability, decision-making skills and citizenship skills.

#### **F. Support Services**

SERVICE PROVIDER is responsible for paying participant support payments, based on class attendance and in accordance with the Southern Georgia ITA and Supportive Services policy. Payments will be made by check every two weeks. Participants will sign for their checks. SERVICE PROVIDER will maintain documentation to support the payments and ensure appropriate separation of staff duties.

#### **G. Coordinating Payments for Tuition, Books, and Miscellaneous Required Purchases**

Tuition and book fees for WIOA participants will ordinarily be covered by HOPE and/or Pell funds. In a few instances, WIOA funds may cover a portion of tuition and book fees not covered by HOPE and/or Pell. Also, if HOPE and Pell funds are not available for other items required for class and purchasable through the school (i.e., uniforms, lab equipment, etc.), WIOA funds may be used for these expenses. When and if this happens, the SERVICE PROVIDER will bill the SGRC. Appropriate documentation must be maintained in a customer's file to document the award of grants such as Hope and Pell that will cover expenses, or to rule out the availability of such grants before WIOA funds are expended.

#### **H. Payments for Other Participant Materials**

In the absence of other funding, additional costs related to a participant's employment (i.e., work boots, drug screens if required, etc.) may be paid by WIOA, and when and if this happens SERVICE PROVIDER will bill the SGRC. SERVICE PROVIDER is responsible for maintaining appropriate documentation of payments for participant materials.

#### **I. Job Development/Job Placement**

SERVICE PROVIDER staff will assist with job development and placement. However, to prevent excessive contacts with employers, staff will coordinate all efforts related to job development and placement with staff of the Career Centers and/or placement personnel at the school. SERVICE PROVIDER staff will work with Career Center staff and one-stop partners to establish and maintain relations with area employers and facilitate the location of suitable employment sites. During placement, issues such as hours, wages, budgeting, satisfaction, and potential for advancement will be taken into consideration.

In the event that a customer should require job search assistance, this service should not exceed approximately three months in duration. At the expiration of that time, case managers should review the feasibility of a WIOA exit. This activity should be documented by the assignment of the service in the Georgia Virtual One Stop system and in case management notes.

#### **J. Rapid Response**

SERVICE PROVIDER staff will serve as the local representative of the Rapid Response Team for plant closures and major layoffs that occur in their area. SGRC WIOA staff will coordinate with the SERVICE PROVIDER to ensure participation in all Rapid Response activities.

#### **K. Trade Act Programs**

SERVICE PROVIDER staff will coordinate retraining activities for customers eligible through the Trade Act. SERVICE PROVIDER staff will perform the necessary duties associated with these activities.

## **L. Follow-Up Services**

Follow-up services must be *made available* for all registered adult and dislocated worker customers and *provided* for youth customers, including those who receive intensive services only, as well as those who receive training. Follow-up services will occur for a period of twelve months after exit or until the end of the contract period, whichever is sooner. Frequency of contacts and level of services provided will depend upon the specific needs of the individual participant. At a minimum, customers in case management/follow-up services must be contacted at least once per month until they obtain employment, and at least quarterly for four quarters following the end of WIOA services. Prior to exit, the customer and his/her case manager will develop an individualized follow-up plan. Topics of discussion to be included in the plan are frequency of contact, wage progression, advancement, support service needs, etc. A copy of the follow-up plan must be maintained in the participant file, and case management notes regarding follow-up contacts and counseling must be consistently documented.

## **IV. PERFORMANCE REQUIREMENTS**

<b>Adults</b>		
<b>Measure</b>	<b>Rate</b>	<b>Exit Period</b>
Entered Employment Q2	92%	July 1, 2019 – June 30, 2020
Entered Employment Q4	90%	January 1, 2019 – December 31, 2019
Median Earnings Q2	\$7,100	July 1, 2019 – June 30, 2020
Credential Attainment Rate	89%	January 1, 2019 – December 31, 2019
Measurable Skill Gains	50%	July 1, 2020 – June 30, 2020
<b>Dislocated Worker</b>		
<b>Measure</b>	<b>Rate</b>	<b>Exit Period</b>
Entered Employment Q2	88%	July 1, 2019 – June 30, 2020
Entered Employment Q4	88%	January 1, 2019 – December 31, 2019
Median Earnings Q2	\$6,500	July 1, 2019 – June 30, 2020
Credential Attainment Rate	89%	January 1, 2019 – December 31, 2019
Measurable Skill Gains	50%	July 1, 2020 – June 30, 2020
<b>Youth</b>		
<b>Measure</b>	<b>Rate</b>	<b>Exit Period</b>
Entered Employment/Education Q2	85%	July 1, 2019 – June 30, 2020
Entered Employment/Education Q4	82%	January 1, 2019 – December 31, 2019
Median Earnings Q2	\$7,000	July 1, 2019 – June 30, 2020
Credential Attainment Rate	89%	January 1, 2019 – December 31, 2019
Measurable Skill Gains	50%	July 1, 2020 – June 30, 2020

*Note: Performance requirements are subject to change based on final negotiations with the Technical College System of Georgia, Office of Workforce Development.*

## **V. PROJECT MANAGEMENT**

### **A. Fiscal Management System**

WGTC is a unit of the Technical College System of Georgia and operates primarily on state funding designated for personnel, maintenance and operation, replacement of obsolete equipment, and major repair and renovation projects.



The college also receives federal grants for various programs and services and generates revenue locally from tuition and fees, continuing education, contract training, GED testing, and bookstore operation. The college also receives donations and has fundraising efforts to help support the college and provide financial aid to students.

Annual financial statements are presented in accordance with Generally Accepted Accounting Principles (GAAP) in accordance with the accounting policies of the Georgia State Accounting Office (SAO) and the internal accounting policies and procedures for the Technical College System of Georgia. Internal auditing and peer review are conducted at the state level. The college utilizes the PeopleSoft system for financial process and reporting for accounts payable, accounts receivable, asset management, purchasing, budgeting and payroll. A subsidiary ledger for student accounts receivable is maintained through the BANNER system.

The Director of Administrative Services distributes monthly budget status reports to Vice Presidents, Executive Directors, and Deans who then forward to the appropriate faculty or staff members as needed for further review. A summary report of all budgets is also provided to the President and Vice President of Administrative Services. Any discrepancies or requests for adjustment are reported back to the Director of Administrative Services for appropriate revision.

#### **B. Participant and Individual Training Account (ITA) Tracking**

The online statewide Georgia Virtual One Stop system, developed by the Technical College System of Georgia, Office of Workforce Development, will be used to track the provision of WIOA services and provide the official record of WIOA participation. SERVICE PROVIDER staff is responsible for timely, accurate data entry into this system. Data to be entered will include application information, assessment results, participation information, IEPs, program/activity changes, and exit information. SERVICE PROVIDER staff will be advised of and encouraged to attend training regarding any changes to this system.

In addition, SERVICE PROVIDER must submit a monthly spreadsheet detailing a student's individual training account by cost and funding sources.

#### **C. Program Management System**

Wiregrass Georgia Technical College (WGTC) is a public two-year technical college and a unit of the Technical College System of Georgia. WGTC's mission is to promote community, educational, and economic development by providing a highly trained workforce for the service area. Training at WGTC includes associate of applied science degrees, diplomas, and technical certificates of credit; customized training for new and existing industries, and adult education services to meet the needs of citizens, business, and industry in the service area.

WGTC has four campuses: Ben Hill-Irwin, Coffee, Cook County Workforce Development Center, and Valdosta.

(1) Staffing: WIOA students will be served by seven (7) positions funded under this agreement.

- The WIOA Program Director will spend 94% of his/her time directing staff and program activities.
- Two (2) WIOA Program Coordinators will spend 100% of their time coordinating services and managing WIOA new and carryover students at WGTC.
- Two (2) Assistant Coordinators will spend 100% of their time working with the program and students.
- The WIOA Program Specialist (1) will spend 80% of his/her time working with the program and students.
- The Transition Coordinator will spend 100% of his/her time for July and August only.

(2) WGTC's WIOA Program Director will perform in-house quarterly monitoring to ensure compliance with the contractual agreement. WGTC fiscal staff also monitors WIOA expenditures utilizing monthly fiscal reports.

(3) WIOA Program Director will prepare monthly expenditures reports with supporting documentation to be forwarded to the SGRC by the 10th of each month.

## **VI. COORDINATION AND LINKAGES**

SERVICE PROVIDER staff included in this contract will provide career services, attend collaborative meetings as appropriate, and participate in the area's evolving one-stop system. The SERVICE PROVIDER will develop and nurture relationships with personnel of all one-stop partner agencies, including local technical colleges, Georgia Department of Labor, Telamon, Housing and Urban Development, Department of Family and Children Services, Legacy Link, and Division of Rehabilitation Services, as well as other agencies involved in employment and training activities.

Close coordination with other funding sources must occur to ensure non-duplication of funding or services. All occupational skills classroom training customers must apply for the HOPE and PELL grants. The WIOA Supervisor/Case Manager will collaborate with the financial aid officer on each customer (receiving WIOA-funded intensive services) to document in the customer's file the amount of financial aid received, the sources of funding, and the fact that WIOA funds will pay for supplies, uniforms, and other student training costs if these items are not paid by other funds. The WIOA Supervisor/Case Manager will ensure PELL grant funds, HOPE grant funds and WIOA funds are not duplicative. HOPE will be used first to pay tuition. If an individual is not eligible for the HOPE or PELL grant funds, then WIOA funds may be used for tuition.

## **VII. TYPE OF CONTRACT**

This is a cost reimbursable contract. The SERVICE PROVIDER shall invoice the SGRC for line-item expenditures relating to this contract. The total amount of the contract is summarized on Attachment B.

## **VIII. INVOICING**

Payment for services rendered under this Agreement will be made on a monthly cost reimbursable basis. SERVICE PROVIDER will invoice monthly in keeping with generally accepted accounting principles. The SGRC will provide SERVICE PROVIDER with an approved invoice form. The invoice for a month will be submitted to the SGRC by the 10<sup>th</sup> calendar day of the following month. SERVICE PROVIDER will maintain and submit adequate records to ensure that all costs are supported by adequate documentation prior to invoicing.

At a minimum, the following documentation will be submitted with each invoice: travel expense statements, participant time sheets, student log sheets verifying receipt of check, relevant portions of the general ledger, and a spreadsheet detailing each student's individual training account by cost and fund source. In addition, an obligations and expenditures spreadsheet will accompany the invoice.

The final invoice for the contract must be submitted no later than **July 20, 2021**. After this time, the SGRC is not responsible for any costs associated with this contract.

## **IX. MODIFICATION/CANCELLATION/EXTENSION**

This contract may be modified, cancelled or terminated to meet any federal or state requirements or availability of funding. This includes, but is not limited to, the actions necessary to comply with the Workforce Innovation and Opportunity Act.

This contract may be cancelled or the amount decreased due to non-compliance with the terms, conditions, and performance requirements of the contract.

This contract may be continued based on satisfactory performance during the previous year, resolved monitoring and/or auditing issues, successful contract negotiations, funding availability, and the Southern Georgia Workforce Development Board approval.

The maximum period for contract extension is two (2) years beyond the original contract.

**WIREGRASS GEORGIA TECHNICAL COLLEGE**  
**Georgia Illegal Immigration Reform and Enforcement Act of 2011**  
**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for **WIOA Services Coordination** on behalf of the Southern Georgia Regional Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to the Southern Georgia Regional Commission. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the Southern Georgia Regional Commission. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**46316**

*Federal Work Authorization User Identification Number*

**10/04/2007**

*Date of Authorization*

**Wiregrass Georgia Technical College**

*Name of Sub-subcontractor*

**Contract 20-06 WIOA Services Coordination**

*Name of Project*

**Southern Georgia Regional Commission**

*Name of Public Employer*

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2020 in \_\_\_\_\_  
(Month) (Day) (City) (State)

\_\_\_\_\_  
*Signature of Authorized Officer or Agent*

\_\_\_\_\_  
*Printed Name and Title of Authorized Officer or Agent*

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
(Day) (Month)

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Policy/Procedure #: 18-011-200

Policy Name: Supportive Services Policy

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**I. Statement of Purpose**

The purpose of this policy and procedure is to set forth the necessary guidelines and implementation steps for the provision of supportive services to eligible Southern Georgia Workforce Development Board (SGWDB)/Workforce Innovation & Opportunity Act (WIOA) customers.

**II. Definition of Supportive Services**

Supportive Services are services, which are reasonable and necessary, to enable a WIOA participant who cannot afford to pay for such services to participate in activities authorized under Title I, Subtitle B of the Workforce Innovation and Opportunity Act. Such support services may include transportation, child care and dependent care. The provision of Supportive Services must be determined on an individual basis.

The use of supportive services is encouraged to enable the hard-to-serve population an opportunity to participate in longer-term interventions. The support payments are in no way intended to support the entire expense.

**III. Eligibility for Supportive Services**

WIOA supportive services are provided on the basis of need. All supportive services must be approved prior to the participant receiving or obtaining the goods or services. Backdated requests for services will not be approved.

A participant may waive WIOA Supportive Service payments (except for Work Experience) if accepting payment would mean the loss of benefits. The participant may request the payment to start at a later date, but may not claim retroactive payments. Advances against future payments are not allowed.

WIOA funds will be used to pay support payments for Adults, Dislocated Workers, and Youth participants who are physically attending classroom training (ITAs) and to youth in specified out-of-school classroom training programs (GED). ITA participants must be attending "full time" as defined by their school/training provider policy.

Supportive services may only be provided to individuals who:

- Are actively participating in career services and/or training services. Limited supportive services may be provided to eligible applicants (e.g., paying for birth certificate), before they are enrolled as participants, to permit participation in assessment activities;
- Are unable to obtain supportive services through other programs providing such services;
- Are unable to afford the cost associated with addressing the need;
- May only be provided when they are proven necessary to enable individuals to participate in Title I activities [Subtitle B, Chapters 2 & 3].

Adults – Eligible adults are:

1. Individuals receiving some form of public assistance; or
2. Individuals having incomes at or below the Self-Sufficiency guidelines set by the local area.

Dislocated Workers – Eligible dislocated workers are:

1. Individuals determined eligible for WIOA enrollment under the dislocated worker provisions.

Youth – Eligible youth are:

1. Households receiving some form of public assistance; or
2. Individuals/Families having incomes at or below the poverty guidelines set by OWD; or
3. Youth considered “Non-Dependent” based on LWIA 18’s local policy.

#### **IV. Standard**

The guiding principle for the provision of any Supportive Service shall be based on the participant’s individual need. Through counseling and assessment, the determination of need and the level of assistance to be provided will be made on an individual basis.

#### **V. Transportation Service Policy – ITA’s, GED and Temporary Employment**

Transportation assistance may be provided to WIOA participants who are engaged in WIOA activities. Participants will be paid based on the round-trip miles driven per day. The service provider must document the mileage (on mileage over 100 miles round trip per day) using MapQuest or a similar mapping program. This documentation must be placed in the participant file. The following tiers are available to participants:

<b><u>Tier</u></b>	<b><u>Round Trip Miles</u></b>	<b><u>Amount</u></b>
1	0-99 Miles Round Trip	\$20/day
2	100+Miles Round Trip	\$25/day

*Clarification #1: Participants who attend schools outside the local area will be paid transportation based on their school address, not their permanent home address.*

#### **VI. Childcare Service Policy – ITA’s, GED’s and Temporary Employment**

Childcare assistance may be provided to WIOA participants who are engaged in WIOA activities only if other resources are not available. Childcare will be paid for children under the age of thirteen (13) who are in the participant’s legal and physical custody. If both parents are in training, only one parent is allowed to receive the child care assistance.

<b><u># of Children</u></b>	<b><u>Amount</u></b>
1	\$20/day
2+	\$30/day

Payment is limited to \$30 per day regardless of the number of children under the age of thirteen who are in the participant’s legal and physical custody. Birth certificates or other approved documentation are required to verify the age of the children. Childcare assistance will be made available to participants who are attending both physically and virtually. Childcare payments for virtual attendance will be based upon the student’s class schedule.

#### **VII. Unallowable Supportive Services**

Payments are not allowed for titled or deeded items or when recovery of the expense is anticipated. Such items include:

- Rent deposits or housing deposits;
- Mortgage payments;
- Car payments;
- Purchase of vehicles; and
- Fines

#### **VIII. Documentation for Supportive Services**

The WIOA service provider will compile all supportive service documentation prior to paying for services to support transportation costs. These documents will include the following:

1. Supportive Services Determination Form (**Attachment A**)
2. MapQuest (or other approved mapping program) showing round trip miles (100+ miles only)
3. Cost Commitment Worksheet (**Attachment B**)
4. Cost Commitment Modification (**Attachment C**)

All documentation will be placed in the participant file and ~~or~~ entered in the WorkSource Portal.

All substantial changes to a participant's supportive services (e.g. receiving more money for existing services) must be updated in real time in VOS. The service provider will be responsible for notifying SGRC WIOA staff of these changes using the Cost Commitment Modification worksheet.

**IX. Approved Payment Amounts (ITA's, GED's and Temporary Employment)**

Payments are made to qualifying Adults, Dislocated Workers, and Youth enrolled in the ITA training program in the following flat rates. Participants **must attend** class on a training day in order to receive the payment for that day, not to include time spent for breaks and /or lunch.

<u>Tier</u>	<u>Round Trip Miles</u>	<u>Transportation</u>	<u>Child Care (1)</u>	<u>Total</u>
1	0-99 Miles Round Trip	\$20/day	\$20/day	\$40/day
2	100+ Miles Round Trip	\$25/day	\$20/day	\$45/day

<u>Tier</u>	<u>Round Trip Miles</u>	<u>Transportation</u>	<u>Child Care (2+)</u>	<u>Total</u>
1	0-99 Miles Round Trip	\$20/day	\$30/day	\$50/day
2	100+ Miles Round Trip	\$25/day	\$30/day	\$55/day

**X. Approved Payments Youth Incentives**

Incentive payments may be made to qualifying youth enrolled in an ISY or OSY program. Each provider may set benchmarks for youth incentives. All incentives will be approved by SGRC staff and clearly outlined in the service provider contract. Incentives may not exceed \$1,000 per participant.

**XI. Attendance**

ITA participants are required to attend the classroom training for the duration of the respective class to be eligible for the support payment. For example, participants who attend only ½ of the class will not be eligible for the support payment for that day. Service providers will work with instructors to ensure they do not sign off on a time sheet for someone who does not attend the full class session. Payments will not be pro-rated for fewer hours of attendance, nor will payments be made for sick days or holidays.

GED participants are required to attend classroom training in order to be eligible for the support payments. The required length of time will be set by each service provider; however, each participant must attend a minimum of two (2) hours in order to be eligible to receive their support payment for that day.

Payments will not be pro-rated for fewer hours of attendance, nor will payments be made for sick days or holidays.

**XII. Exceptions/Exclusions**

Participants enrolled in On-the-Job Training (OJT) will not qualify for support payments.

In-school youth may receive support payments as determined on a case-by-case basis for support services not otherwise available. Such support must be pre-approved by the Southern Georgia Regional Commission (SGRC), and will not be commonly granted. Participants must be making satisfactory progress and cooperating with the instructional process in order to continue to receive the support payments.

#### **XIV. Payments**

The WIOA service provider will make payments to participants every two weeks based upon timesheets turned in. The WIOA service provider may be reimbursed for supportive service payments and invoices upon compliance with the following requirements:

1. The WIOA service provider must ensure that WIOA participants are enrolled and actively participating in any allowable WIOA activities for which support payments have been approved.
2. The WIOA service provider must arrange coordination with other human service agencies to eliminate duplication of services and all documentation must be completed prior to utilizing WIOA funds.
3. The WIOA service provider must provide proper documentation of any supportive service payments to be submitted to the SGWDB.
4. The WIOA participant must meet attendance requirements of the WIOA program. The WIOA service provider will maintain participant's time sheets documenting daily attendance. A copy of these timesheets must be submitted with the monthly WIOA service provider invoice.
5. Reimbursement for supportive service payments and invoices will be made monthly to WIOA service providers as per contract requirements.

#### **XV. Procedure**

1. All WIOA program applicants and participants shall be informed of paid and unpaid supportive services available through the local One-Stop system. This is to include services provided by the One-Stop partners, Service Providers and any applicable community resources.
2. Supportive services may only be provided to individuals who:
  - Are actively participating in career services and/or training services. Limited supportive services may be provided to eligible applicants (e.g., paying for birth certificate), before they are enrolled as participants, to permit participation in assessment activities;
  - Are unable to obtain supportive services through other programs providing such services;
  - Are unable to afford the cost associated with addressing the need;
  - May only be provided when they are proven necessary to enable individuals to participate in Title I activities [Subtitle B, Chapters 2 & 3].
3. To ensure successful participation in the appropriate employment or training activity(ies), career facilitators shall determine the supportive service needs of each individual to be enrolled. Such determination shall be based on a comprehensive assessment and include documentation of the participant's need to receive supportive series in order to participate in the training.
4. The need for supportive services and all supporting documentation shall be maintained in the participant's file.
5. Cost Commitment Worksheet will be completed and submitted to the SGRC as well as maintained in the participant file.
6. Participant obligations and vouchers will be entered in VOS. Obligations/vouchers will be entered by program year.
7. SGRC Staff will reconcile all supportive service payments annually in VOS.
8. At the conclusion of each semester, staff and service providers review the remaining obligations/vouchers and adjust as needed. Revisions are entered in VOS.



9. Participants must be making satisfactory progress and cooperating with the instructional process in order to continue to receive the support payments.
10. Service providers are responsible for tracking participant attendance, time keeping and related duties. Educational/training institutions receiving ITAs must perform time keeping, participant activity tracking and related duties.

**Attachments:**

*Attachment A: Supportive Services Determination Form*

*Attachment B: Cost Commitment ITA Worksheet*

*Attachment C: Cost Commitment ITA Modification*

*Attachment D: Cost Commitment GED*

**Approvals/Changes:**

<i>Southern Georgia WIB Approved:</i>	<i>August 8, 2013</i>
<i>Revised &amp; WIB Approved:</i>	<i>November 19, 2014</i>
<i>Revised &amp; WIB Approved:</i>	<i>June 10, 2015</i>
<i>Revised &amp; WDB Approved:</i>	<i>September 9, 2015</i>
<i>Revised &amp; WDB Approved:</i>	<i>June 29, 2016</i>
<i>Revised &amp; WDB Approved:</i>	<i>February 14, 2018</i>
<i>Revised &amp; WDB Approved:</i>	<i>November 14, 2018</i>
<i>Revised &amp; WDB Approved:</i>	<i>August 18, 2021</i>
<i>Revised &amp; WDB Approved:</i>	<i>May 18, 2022</i>

# SUPPORTIVE SERVICES DETERMINATION FORM

Participant Name: \_\_\_\_\_ State ID: \_\_\_\_\_

Funding: ☐ Adult ☐ Dislocated Worker ☐ National Emergency DW ☐ Youth ☐ GED

Supportive Service benefits ***may be*** available to assist WIOA eligible participants with costs associated with participating in WIOA funded training activities. Supportive services means services such as transportation, childcare, and/or dependent care that are necessary to enable an individual to participate in activities authorized under the Workforce Innovation & Opportunity Act (WIOA).

Supportive Service benefits may only be provided when:

1. They are necessary to enable an individual to participate in WIOA funded training services; and
2. They cannot be obtained through other programs providing such services.

I understand that WIOA Supportive Service benefits may change and/or be eliminated at any time based on funding availability. I understand that if I have provided fraudulent information that I can be terminated from the Southern Georgia WIOA program and may be held liable for repayment of any monies received by me while in the WIOA funded services. I understand that I cannot receive supportive services benefits for transportation, childcare and/or dependent care if funds are being provided and/or available to me by another agency/resource.

1. Does the participant need assistance with transportation/travel/meals in order to attend WIOA funding training?  
☐ Yes ☐ No

2. If yes to question #1, how many miles round trip per day? \_\_\_\_\_  
*\*MapQuest or a similar mapping program must be utilized to document mileage if 100 miles or over.  
A copy of this documentation must be attached (or placed in participant file).*

3. Does the participant need assistance with childcare for any child under the age of thirteen who is in the participant's legal and physical custody? ☐ Yes ☐ No

If yes, number of dependents under the age of 13 \_\_\_\_\_

4. Does DFCS or any other agency assist you with transportation and/or childcare costs? ☐ Yes ☐ No  
If yes, please list the agency that will be assisting you and the amount that they give you for each:

Agency: \_\_\_\_\_

Transportation Amount: \_\_\_\_\_ Amount Not Covered: \_\_\_\_\_

Childcare Amount: \_\_\_\_\_ Amount Not Covered: \_\_\_\_\_

***I attest that I am in need of supportive services in order to participate and complete my WIOA funded occupational training activity. I further attest that these services are not being provided to me by any other agency/resource.***

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

## TO BE COMPLETED BY WIOA STAFF

WIOA Supportive Services Approved: ☐ Yes ☐ No

Supportive Service Amount/Day Approved: ☐ \$20/day ☐ \$25/day ☐ \$\_\_\_\_\_ Other

Childcare Amount/Day Approved: ☐ \$20/day ☐ \$30/day ☐ \$\_\_\_\_\_ Other

***Note: All payments made must be consistent with the Southern Georgia ITA Policy and Supportive Services Policy***

\_\_\_\_\_  
Case Manager Signature

\_\_\_\_\_  
Date

☐ Adult☐ Dislocated Worker☐ National Emergency Grant DW☐ Youth

Last Name\_\_\_\_\_ First Name\_\_\_\_\_ State ID\_\_\_\_\_

School\_\_\_\_\_ Program\_\_\_\_\_ DOT Code\_\_\_\_\_

Training Start Date\_\_\_\_\_ Training End Date\_\_\_\_\_ Program Year\_\_\_\_\_

**Training Costs (please enter the actual costs - not the cost to be paid for by WIOA)**

Training Cost	Summer B <small>July 1 - End Summer</small>	Fall	Spring	Summer A <small>Beginning Summer - June 30</small>	Total
Number of Credit Hours					
Tuition					
Standard Fees					
Program Specific Fees					
Books					
Uniforms					
Supplies/Tools					
Other					
<b>Total Training Cost</b>					
Financial Aid (HOPE)					
Financial Aid (PELL)					
Financial Aid (Other)					
<b>Total Financial Aid</b>					
<b>Training Costs Remaining</b>					
<b>WIOA Training (please enter the actual costs to be paid by WIOA below)</b>					
WIOA Training Costs					

*Please note: Hope, PELL, SIWDG and other forms of grant funding must be exhausted before WIOA funds are to be expended***Supportive Service Costs**

Miles/Day_____	Summer B <small>July 1 - End Summer</small>	Fall	Spring	Summer A <small>Beginning Summer - June 30</small>	Total
Number of Classroom Days					
Transportation/Day					
Childcare/Day					
Total Support/Day					
<b>Total WIOA Support Costs</b>					

**Total Estimated Training & Support Costs**

	Summer B	Fall	Spring	Summer A	Total
Total WIOA Training & Support Costs					

*The above information is an estimate of obligated costs to complete the training for the above-mentioned participant as attested by the case manager below.*\_\_\_\_\_  
Signature of Case Manager\_\_\_\_\_  
Date

Date: \_\_\_\_\_ Program Year: \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ State ID \_\_\_\_\_

*Please check the reason for the modification. Changes should be only made to current and subsequent semesters.  
All changes must be made in VOS prior to submitting modification request.*

☐ Modify Training End Date: \_\_\_\_\_

☐ Change Training Amounts

☐ Change Support Amounts

Reason for Modification: ☐ Adding Semester(s) ☐ Deleting Semester(s) ☐ Dropped ☐ Graduated

☐ Change in Cost ☐ Change in Financial Aid ☐ Address Change/Mileage ☐ Child Care Adjustment

☐ Other: \_\_\_\_\_

**Training Costs (please enter the actual costs - not the cost to be paid for by WIOA)**

Training Cost	Summer B <small>July 1 - End Summer</small>	Fall	Spring	Summer A <small>Beginning Summer - June 30</small>	Total
Tuition					
Standard Fees					
Program Specific Fees					
Books					
Uniforms					
Supplies/Tools					
Other					
Total Training Costs					
Financial Aid (HOPE)					
Financial Aid (PELL)					
Financial Aid (Other)					
Total Financial Aid					
Remaining Training Costs					
<b>WIOA Training (please enter the actual costs to be paid by WIOA below)</b>					
WIOA Training Costs					

**Grant Funding (Hope, PELL, SIWDG and other forms of grant funding must be exhausted before WIOA funds are to be expended)**

**Supportive Service Costs**

Miles/Day _____	Summer B <small>July 1 - End Summer</small>	Fall	Spring	Summer A <small>Beginning Summer - June 30</small>	Total
Number of Classroom Days					
Transportation/Day					
Childcare/Day					
Total Support/Day					
Total WIOA Support Costs					

**Total Estimated Training & Support Costs**

	Summer B	Fall	Spring	Summer A	Total
Total WIOA Training & Support Costs					

*The above information is an estimate of obligated costs to complete the training for the above-mentioned participant as attested by the case manager and participant below.*

Signature of Case Manager \_\_\_\_\_

Date \_\_\_\_\_

(Service Provider Name)

Customer Name: \_\_\_\_\_ State ID: \_\_\_\_\_  
School Name: \_\_\_\_\_ Location: \_\_\_\_\_  
Training Start Date: \_\_\_\_\_ Projected End Date: \_\_\_\_\_  
Program Year: \_\_\_\_\_ Revision Date: \_\_\_\_\_

### Training Costs

Training, Testing and Fees	
Incentives	
Work Experience Wages	
Work Experience - Other	
Total WIOA GED Training Costs	\$ 0.00

### Support Costs

Transportation Amount Per Day:	
Childcare Amount Per Day:	
Total Support Per Day:	\$ 0.00
Estimated Training Days:	
Total WIOA GED Support Costs:	\$ 0.00

Total WIOA GED Training and Support Costs \$ 0.00

### Notes


Case Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Policy/Procedure #: **18-005-100**

Policy Name: **Eligible Training Providers/Programs List (ETPL)  
Policy & Procedure**

Effective Date: **04/12/2017**

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### **Purpose**

WIOA emphasizes informed customer choice, job-driven training, program performance and continuous improvement. The quality and selection of training providers and programs is vital to achieving these core principles. The Eligible Training Provider/Program List (ETPL) is available for review at [www.workreadyga.org](http://www.workreadyga.org).

### **Initial Eligibility**

The Southern Georgia Workforce Development Board (WDB) evaluates providers and proposed training programs for eligibility based on the Individual Training Account (ITA) provider/program application. This application is available upon request and can be found on the Southern Georgia Regional Commission (SGRC) website. The WDB will only consider applications for occupationally specific programs of study that meet the accreditation requirements of the occupation for which training is provided.

Applications include detailed information such as: program title, program description (occupation), program authorization/accreditation, credentials, costs, duration of training, entry criteria, financial aid, performance criteria, graduate/employer references, etc. Each training program that the provider wants included on the ETPL ***must submit a separate application for each training program***. The provider must also furnish the most recently published catalog/brochure that includes information regarding tuition, fees, location of training facility, etc. EEO assurance, Standard of Conduct assurance, and Standard Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion forms must be signed and authorized by all applicants.

Applications and general instructions can be found at: [www.sgrc.us](http://www.sgrc.us). Please refer to Attachment A & B.

In addition, the WDB adheres to the following:

- ETPL's from Georgia will be recognized and applications are not necessary;
- Organization has submitted an application for the training program to be on the ETPL in the area in which it was disapproved;
- Only training programs for demand occupations that are not otherwise available in Southern Georgia will be reviewed;

- Only complete applications will be considered. However, applications submitted in Region 11 should indicate “n/a” in items that do not apply and a complete explanation should be furnished for this response.
- Organizations must furnish a 12-month history of past performance that meets or exceeds the performance criteria below. At least five participants per program must be included in the performance. Region 11 adheres to the state’s minimum performance criteria and is as follows:

*Median Earnings – \$11.50*

*Average Wage at Placement – \$10.70*

*Attainment of Post-Secondary Credential – 60%*

*Completion Rate – 70%*

*Employment Rate – 70%*

*Training-Related Employment Rate – 70%*

The SGRC Workforce Development Staff will verify that the applicant complies with the following to be considered for inclusion on the state ETPL:

- Applicant must have been in business for at least six months prior to the initial application and must have a current business license or proof of active compliance with the Secretary of State Corporations Division;
- Training programs must be available to the general public, have published catalog price structures;
- Training facilities must comply with ADA requirements for accessibility and reasonable accommodation;
- An onsite visit to ensure compliance with ADA requirements will take place, and a pre-award checklist will be utilized (see monitoring form 18-008-001 Facilities Accessibilities Checklist);
- Each training program must have proven outcomes and have successful program completions and training-related employment;
- Applicant must be current on all federal and state taxes (Must supply certification from accounting/tax firm of current tax standing regarding federal and state taxes, including Unemployment Insurance taxes);
- Applicant must be in statutory compliance with the laws of the state related to operation as a training education institution. Proprietary colleges or schools operating in Georgia are required by the Nonpublic Post-Secondary Educational Institution Act of 1990 to have a certificate of authorization from the NPEC before beginning operation or advertising in the state;
- Applicant must provide documentation of current accreditation/authorization;
- Applicant must not have been found at fault in criminal, civil or administrative proceeding related to its performance as a training or educational institution. Must disclose any pending criminal, civil or administrative proceeding as either a defendant or a respondent;
- Applicant must disclose any and all conflicts of interest with state or LWDB staff or board members including, but not limited to family ties (spouse, child, and parent), fiduciary roles, and employment or ownership interests in common; and
- All applications must include a current federal tax identification number.

### **Registered Apprenticeships**

Registered Apprenticeships (RA) programs that are registered with the USDOL Office of Apprenticeship (OA) are automatically eligible to be included on the state ETPL. RA programs are not subject to the same application and performance information requirements nor subject to

a period of initial eligibility as other providers because they go through a detailed application and vetting procedure to become an RA program sponsor with the United States Department of Labor, Office of Apprenticeship.

Applications and general instructions can be found at: [www.sgrc.us](http://www.sgrc.us). Please refer to Attachment C.

### **Out-of-State Training Providers**

In order for WIOA students to access training through out-of-state training providers not currently on the ETPL, the training providers must comply with the conditions set forth below:

- Submit an application for initial eligibility, including program description attachments;
- Submit evidence that the provider is accredited by an accreditation agency approved by the US Department of Education (If regulated by government entities such as the Department of Transportation, the provider should include applicable accreditation);
- Submit evidence that the institution is currently on its state eligible training provider list and in good standing; and,
- Report student completion data (employment and wage information to the OWD) consistent with WIOA performance information. Regarding performance information, specific participant numbers shall be included to show satisfactory performance in any of the formats listed below:
  - A certified report or letter from the state's Title I or WIOA Administration agency, reporting on the provider's satisfactory performance; or
  - A certified report or letter from a Local Workforce Development Area within the provider's state reporting on the provider's satisfactory performance.
- Out-of-state postsecondary training providers that are not operating within the State of Georgia are not required to be licensed by the Non-Public Post-Secondary Commission of Georgia (NPEC).

The SGRC Staff will verify the performance, cost information, and any other required information. Staff will present the application to the WDB for approval or disapproval at the next scheduled meeting.

The Workforce Development Director will notify applicants of the WDB's decision. Staff will submit the approved application to the Technical College System of Georgia, Office of Workforce Development(OWD) for inclusion on the "statewide" ETPL list. Once approved on the statewide ETPL, an approved program is available to all Georgia WDBs and cooperative states.

### **Eligible Programs of Training Services**

Not all allowable types of training services are subject to the requirement of the training provider provisions. Contracts for services may be utilized instead of ITAs only when one or more exceptions apply and the WDB has fulfilled the consumer choice requirements of 20. C.F.R § 60.340. An exception would include when the services provided are on-the-job training, customized training, incumbent worker training, transitional employment, internships, paid or unpaid work experience. For further exclusions, please refer to § 4.4.2 titled Eligible Programs and Training Services of the OWD policy and procedure manual. The manual can be found at:



### **Maintaining/Subsequent Eligibility**

The Workforce Innovation and Opportunity Act requires a redetermination of ITA program eligibility through a “subsequent eligibility” process every two years. For a program to remain eligible to receive ITA funds for new enrollments after June 30th of each year, the state is required to compare program-level performance outcomes against established minimum standards. Applications for subsequent eligibility are administered through OWD.

### **Losing Program Eligibility**

OWD will be responsible for the development, operation, and maintenance of the statewide internet-based eligible training provider list and certified programs. Providers may be removed under the following conditions.

- If inaccurate information regarding a program is intentionally supplied to the local WDB or OWD, a termination of eligibility may occur. The termination will remain in effect for a minimum of two (2) years;
- If the local WDB or OWD determines that an eligible provider has substantially violated any requirements under the act, the providers must commence corrective action as deemed appropriate or risk program removal that is effective for a minimum of two (2) years;
- Failure to reapply under subsequent eligibility procedures. If providers do not submit programs for reapplication, those programs will be removed from the list; or
- If a provider’s program fails to meet or exceed minimum established local and state performance levels, the provider’s eligibility to receive funds for that program may be suspended by OWD after consultation with the local WDB, for a period of not less than one (1) year. Providers may reapply 90 days following suspension. Unemployment insurance wage file data will be used for performance verification.
- For further information regarding violations, removal, and/or repayment, please refer to § 4.4.7 titled Notice of Denial of Eligibility of Removal of the OWD policy and procedure manual.

### **Training Provider Liability**

A training provider may be held liable if a customer or WDB can substantiate the training received was inadequate based on the course description and/or the performance data was overstated. The remedy could include additional training, refund to the fiscal agent of amounts paid, or debarment from the ETPL. Aggrieved providers will have access to local and state appeals processes in such instances.

### **Local Appeal Procedures**

If a training provider would like to file a dispute, they will first file it with the SGRC Workforce Development staff. A hearing will be set up to allow the training provider an opportunity to informally dispute the matter. A written solution will be mandatory for all disputes and should be filed within 30 days of the filing date of the appeal. Every attempt will be made for an informal resolution. Eligible training providers will be notified of their right to file a Second Level Appeal with OWD. For further guidance regarding appeals, please refer to § 4.4.9 titled Continued Eligibility – Biennial Review of the OWD policy and procedure manual.

**Approval/Changes**

*WIB Approved 06/04/2013*

*Revised for WIOA 07/01/2015*

*Revised & WDB Approved 04/12/17*

## **INSTRUCTIONS FOR COMPLETING THE GEORGIA ETP APPLICATION**

Training Providers should first consult the Local Workforce Development Area (LWDA) for the appropriate application. LWDAs may have an Eligible Training Provider Application with additional local requirements. The Georgia Eligible Training Provider (ETP) Application may be utilized by LWDAs choosing to use the state application format.

The state application packet includes: General Information, a Proposal Responsiveness Checklist, an Application, and Assurances. Local Workforce Investment Boards (LWDBs) must review all responsive provider applications. If responsive, staff may conduct employer reference checks, program graduate reference checks, and conduct a training observation to ensure that customers receive quality services. LWDAs will input recommended providers/program information into the Georgia Work Ready Online Participant Portal (GWROPP) and alert the Technical College System of Georgia, Office of Workforce Development (OWD) that the provider information is ready for review, acceptance and inclusion on the State Eligible Training Provider Listing (ETPL). If the application is accepted by OWD, a completed provider agreement may be processed and submitted to the provider for signature by an LWDB. Each LWDB will be responsible for local provider policies, processes and agreements. Depending on LWDB policy, new providers may have limited referrals (as determined by the LWDB) until satisfactory performance outcomes are obtained.

**Training programs included in the application must exist at the time of application and be approved by the NPEC; the program(s) must be currently available to the general public and not solely dedicated/availed to WIOA customers.**

- **To be considered for review, each program must have at least five (5) students who have completed a program of study and obtained training related employment, with documentation available on their employment status. Newly formed programs should wait to apply until this has occurred. New programs without documented completion and employment records will not be reviewed.**
- **Respond to all questions. If the question does not apply indicate “not applicable”. When referring to a catalog or brochure, indicate, “See attached catalog”.**
- **The name of the training institution is the legal name of the entity.**
- **The contact person is the individual who may answer questions concerning the application.**
- **Program descriptions should be completed for each program or course of study. If a provider catalog contains the information requested, please attach.**
- **If the application is submitted via e-mail, it will be necessary to mail a provider certification as well as a catalog of courses of study, or reference website, if available online.**

## **Workforce Innovation and Opportunity Act Glossary and General Information**

**Workforce Innovation and Opportunity (WIOA):** WIOA will help job seekers and workers access employment, education, training and support services to succeed in the labor market and match employers with the skilled workers they need to compete in the global economy. The purposes of WIOA include:

- Increasing access to and opportunities for the employment, education, training and support services that individuals need, particularly those with barriers to employment;
- Supporting the alignment of workforce investment, education and economic development systems, in support of a comprehensive, accessible, and high quality workforce system;
- Improving the quality and labor market relevance of workforce investment, education and economic development efforts;
- Promoting improvement in the structure and delivery of services;
- Increasing the prosperity of workers and employers;
- Providing workforce development activities that increase employment, retention and earning of participants and that increase post-secondary credential attainment and as a result, improve the quality of workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers and enhance productivity and competitiveness of the nation.

**WIOA Services:** A customer may access the array of services and program information available on the statewide ETPL and may choose from a variety of Eligible Training Providers. There is no guarantee that a customer will enroll in a specific course or program of study after referral. It is the responsibility of the customer and the career adviser to develop a career plan. A customer may be determined WIOA eligible during WIOA career services. If it appears that the customer is eligible and suitable for provider training, they will be approved for enrollment by LWDA staff. Once approved for enrollment, LWDA staff will provide written authorization to both the customer and the training organization through an Individual Training Account (ITA).

**Career Services:** Services that LWDA's are responsible for providing for adults and dislocated workers under WIOA. Career services may include initial assessment of skill levels, job search and placement assistance, provision of information on in-demand sectors and occupations, information on nontraditional employment, labor market information, provision of information about the performance and cost of education and training providers in the area, career counseling, information about filing unemployment compensation claims, information relating to the availability of supportive services such as child care and transportation, specialized assessments of individual skill levels and service needs, individual or group counseling and career planning, development of an individual employment plan, short-term job-readiness activities, literacy activities related to basic workforce readiness, etc.

**Credentialing:** WIOA performance standards now include the attainment of recognized post-secondary credential received by participants. It is the Provider's responsibility to assure that Credentialing goals are obtained for each student.

All training programs must prepare WIOA participants through job training and preparation to sit for testing in order to achieve attainment of industry-recognized credentials as specified by WIOA. Such nationally recognized industry, association or organizations include:

- A state education body
- An institution of higher education eligible to participate in federal financial aid programs
- A registered apprenticeship
- A public regulatory agency
- A professional, industry or employer association

**Eligible Training Provider:** An organization, entity, or institution, such as a public or private college and university, community-based organization, or proprietary school whose application has been approved by the local workforce Board and submitted to the state for inclusion on the state ETPL to provide training services through the use of an ITA or training provided (WIOA exception) through a contract for services. Reference NPRM sec.680.410

**Eligible Training Provider List:** A statewide compilation of providers that are approved to provide services through the One-Stop system described by WIOA. These lists contain consumer information, including cost and performance information for each provider, so that customers may make informed choices.

### **Initial Eligibility for New Providers:**

**All providers that were not previously approved as an eligible training provider under WIOA (except Registered Apprenticeship programs) must submit required information to be considered for initial eligibility under WIOA. Under WIOA, providers may receive initial eligibility for only 1 fiscal year for a provider specific program.**

Apprenticeship Programs registered under the National Apprenticeship Act (NAA) are exempt from initial eligibility procedures. Registered apprenticeship programs must be included and maintained on the list of eligible providers of training services as long as the corresponding program remains registered. See Section on Registered Apprenticeship Programs)

For providers seeking initial eligibility, verifiable program specific performance information must be provided. Applicants must provide the following:

1. A detailed description of each training program to be considered
2. Performance information for each training program will include (See Required Performance Information below)
  - a. Median earnings
  - b. Average wage at placement
  - c. Attainment of Post-secondary Credential
  - d. Completion rate
  - e. Employment rate
  - f. Training Related Employment Rate
3. Describe in detail provider partnerships with business
4. Describe the recognized post-secondary credential attained after training completion
5. Describe how the training program(s) aligns with in demand industries and occupations
6. A provider must also comply with the following to be considered for inclusion on the ETPL:
  - a. In business for at least 6 months prior to the initial application and have a current business license or proof of active compliance with the Secretary of State Corporations Division.
  - b. Training must be available to the general public, have published catalog price structures and each program must have completed and placed in training related employment at least 5 students per program.
  - c. Current of all federal and state taxes (Must supply certification from accounting/tax firm of current tax standing regarding federal and state taxes, including Unemployment Insurance taxes).
  - d. In statutory compliance with the laws of the state related to the operation as a training of education institution. Proprietary colleges or schools operating in Georgia are required by the Nonpublic Post-Secondary Educational Institution Act of 1990 to have a certificate of authorization from the NPEC before beginning operation of advertising in the state.
  - e. Provide documentation of current accreditation/authorization.
  - f. In good standing with the Better Business Bureau with no outstanding complaints.
  - g. Not be found in fault in criminal, civil or administrative proceeding related to its performance as a training or educational institution. Must disclose any pending criminal, civil or administrative proceeding as either a defendant or a respondent.
  - h. Disclose any and all conflicts of interest with state or local LWDB staff or Board members, including but not limited to family ties (spouse, child, parent), fiduciary roles, employment or ownerships interests in common.
  - i. Include a current federal tax identification number.

<b><u>STUDENTS PAST PERFORMANCE INFORMATION – past 12 months period</u></b>	<b>Minimum Standard</b>	<b><u>Definition</u></b>
<b><u>Must pass two of six measures</u></b>		
<b><u>Median Earnings</u></b>	<b><u>\$11.50</u></b>	<b>The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program</b>
<b><u>Average Wage at Placement</u></b>	<b><u>\$10.70</u></b>	<b>Average wage at placement of completers obtaining employment during the above period</b>
<b><u>Attainment of Post-Secondary Credential</u></b>	<b><u>60%</u></b>	<b>The percentage of program participants who obtain a recognized post-secondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program</b>
<b><u>Completion Rate</u></b>	<b><u>70%</u></b>	<b>Program completion rate for student completing all coursework and exams</b>
<b><u>Employment Rate</u></b>	<b><u>70%</u></b>	<b>Employment rate for all students completing the program coursework</b>
<b><u>Training-Related Employment Rate</u></b>	<b><u>70%</u></b>	<b>Percent of completers exiting the program who have obtained training-related employment</b>

**Each LWDB may set minimum standards applicable to their local areas.**

**Registered Apprenticeship:** Under WIOA, Registered Apprenticeship programs that request to be ETPs are automatically included on the list and will remain as long as the program is registered or until the program sponsor notifies the State that it no longer wants to be included on the list. Registered Apprenticeship programs are not subject to the same application and performance information requirements or to a period of initial eligibility or initial eligibility procedures as other providers because they are subject to a detailed application and vetting procedure to become a Registered Apprenticeship program with the United States Department of Labor.

**Removal from Eligible Training Provider Listing:** Providers may be removed from the State listing under the following conditions:

- If inaccurate information regarding a program is intentionally supplied to the LWDB or OWD, a termination of eligibility will occur and will remain in effect for not less than two years;
- If a LWDB or OWD determines that an eligible provider has violated any requirements under WIOA, or other state and federal laws, regulations or requirements, a termination of eligibility will occur and will remain in effect for a minimum of two years;
- If a LWDB or OWD make termination determination at any time during a training provider agreement to provide training services, there will be an opportunity for a hearing;
- A provider whose eligibility is terminated under the above conditions shall be liable for repayment of funds receive during the period of noncompliance;

- If a provider does not respond to any continuing eligibility requests, the programs undergoing continuing eligibility will be removed from the ETPL. If the provider desires to have those programs reapproved, they should reapply through a LWWD after a six-month period; or
- If a provider's program fails to meet or exceed minimum established local and state performance levels, the provider's eligibility to receive funds for that program may be suspended by a LWDB or OWD.

If it is deemed by a LWDB that training received by a WIOA customer did not adhere to program information as marketed by the training provider and/or the performance data was misrepresented by the provider, consequences levied upon the training provider may include: (additional training to the aggrieved customer at no cost; and/or (2) refund to the fiscal agent of amounts paid; and/or (3) debarment from the ETPL.

**Continued Eligibility:** WIOA requires a re-determination of ITA program eligibility through a "continuing eligibility" process. For a program to remain eligible to receive ITA funds for new enrollments, the State shall compare program-level performance outcomes against established minimum standards, covering the preceding program year. The State reserves the right to request sufficient information to complete continuing eligibility on any provider.

Training Providers previously eligible under WIOA will be subject to the application procedures for continued eligibility. Newly eligible WIOA training providers that were determined to be initially eligible under WIOA will be subject to the application procedure for continued eligibility after their initial fiscal year of eligibility expires. Newly eligible WIOA training providers will be required to apply with continuing eligibility provisions by July 2016.

**Individual Training Account:** A training plan obligation and expenditure account established on behalf of a WIOA eligible participant to establish a plan for payment for a program of training services, which may include tuition, books and fees.

**Provider Entry Criteria:** Training providers will be held accountable to meet certain performance standards established by the State and LWDBs and will qualify for the ETPL on performance. Training providers have responsibility in assessing the current skills, education and experience of candidates and providing training and employment for customers. Provider entry requirements will be a critical factor in establishing and attaining successful performance. They should be established with a purpose of determining whether the customer's current skills, education, experience, etc. will enable them to complete the training program, obtain the knowledge and skills necessary to receive certification, as well as obtain training-related employment with wages that meet standards and promote self-sufficiency.

Providers should be aware that entry requirements for reading, math and language should match those appearing on the ETPL. The Program Description, submitted by the Provider, contains all information regarding entry criteria. Testing for reading, math and language should be comparable to the Tests of Adult Basic Education (TABE). Letters of acceptance should include a statement that the student has met the entry requirements as stated on the ETPL. Persons not meeting the stated ETPL entry requirements should not attend training until the appropriate levels are achieved.

If customers are eligible for grants and scholarships such as the PELL Grant or HOPE Scholarship, applications must be made for these funds so that funds may be combined to provide for total costs of training expenses.

**Program of Training Services:** A program of training services is: (a) one or more courses or classes that, upon successful completion, leads to (a) a recognized post-secondary credential, secondary school diploma or its equivalent, (b) training-related employment, or (c) measurable skills gains toward such credential or employment..

## **PROVIDER/PROGRAM APPLICATION RESPONSIVENESS CHECKLIST**

***IF ORGANIZATION IS UNABLE TO MEET ANY REQUIREMENTS OF THE RESPONSIVENESS CRITERIA LISTED BELOW, THE PROGRAMS WILL NOT BE REVIEWED AND WILL BE CONSIDERED NON-RESPONSIVE.***

### **NAME OF PROVIDER**

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#### **REQUIREMENTS**

- ☐ Must be in statutory compliance with the laws of this state as related to its operation as a training or educational institution
- ☐ Must have been in business for at least six months prior to initial application and must maintain legal active status to conduct business, evidenced by a current business license and/or proof of active compliance with the Secretary of State Corporations Division (attach to application).
- ☐ Must supply certification from accounting/tax firm of current tax standing regarding Federal and State taxes, including Unemployment Insurance (UI) taxes.
- ☐ Must be in good standing with the Better Business Bureau with no outstanding complaints.
- ☐ Must not be found in fault in criminal, civil, or administrative proceeding related to performance as a training or educational institution. Must disclose any pending criminal, civil or administrative proceeding as either a defendant or a respondent (sign Debarment Statement, Attachment A).
- ☐ Must disclose any and all conflicts of interest with state, or local LWDB staff or Board Members, including, but not limited to family ties, (spouse, child, parent), fiduciary roles, employment, or ownership interests in common.
- ☐ All applications must include the current federal tax identification number (the number used to file employee income taxes with the Internal Revenue Service).
- ☐ To be considered for review, each program must have at least five students who have completed the program and obtained training related employment, with documentation available on employment status. Newly formed programs should wait to apply until this has occurred. New programs without documented completion and employment records will not be reviewed.

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#### **TRAINING PROGRAM CRITERIA**

- ☐ Training skills are specific and in demand in the labor market.
- ☐ A recognized post-secondary credential is attained after program completion
- ☐ The program/s are existent, ongoing and continuous.
- ☐ The training programs are open to the general public, have published catalog price structures and are not solely dedicated/availed to WIOA customers.
- ☐ Job search and/or placement assistance is provided by the organization.
- ☐ The organization does not appear on current federal, state or local debarment and suspension lists.
- ☐ The provider assures that the proposed training facility is handicapped accessible or are reasonable accommodations made for provision of services to handicapped individuals.



## **NPEC AND/OR OTHER ACCREDITATION/AUTHORIZATION**

☐ **All program requests must be currently approved by NPEC (Include copy of NPEC certification for each program)**

**Proprietary colleges or schools operating in Georgia are required by the Nonpublic Post-Secondary Educational Institutions Act of 1990 (NPEIA) to have a certificate of authorization from the Georgia Nonpublic Post-Secondary Education Commission (NPEC) before beginning operation or advertising in the state.** This certificate must be renewed annually. The NPECs' primary purpose is to ensure that each authorized college or school is educationally sound and financially stable.

**Nonpublic Degree Granting Post-Secondary Educational Institutions in Georgia** - The Nonpublic Post-Secondary Educational Institutions Act of 1990 provides that a post-secondary educational institution must apply for and be granted a Certificate of Authorization before beginning operation or advertising in Georgia. NPEC must authorize each degree program. Following initial authorization, the institution's Certificate must be renewed annually. Any institution operating or advertising to begin operation without acquiring the necessary Certificate of Authorization is in violation of Georgia law, and shall be subject to civil penalties.

**Nonpublic Non-Degree Granting Post-Secondary Institutions in Georgia** – Any instructional program defined as a proprietary school according to the Nonpublic Post-Secondary Educational Institutions Act of 1990 must apply for and be granted a Certificate of Authorization before beginning operation or advertising in Georgia. Following initial authorization, the institution's Certificate must be renewed annually. Any institution operation or advertising to begin operation without acquiring the necessary Certificate of Authorization is in violation of Georgia law, and shall be subject to civil penalties.

NPEC allows exemptions when another governmental agency is providing oversight. For example, the Georgia Department of Safety provides oversight of Truck Driver Training Programs. Proprietary schools interested in becoming a WIOA ITA provider will need to contact NPEC to begin the authorization process.

For additional information concerning NPEC, please contact:

Carl Camann, Deputy Director

Nonpublic Post-Secondary Education Commission

2082 East Exchange Place, Suite 220

Tucker, GA 30084

(770) 414-3300

<http://www.gnpec.org>

Check below the agency/agencies providing accreditation/authorization for your organization and attach a copy of the certification document.

Nonpublic Post-Secondary Education Commission (NPEC) ☐

Georgia Healthcare Partnership (GHP/GMCF) ☐

Department of Public Safety (DPS) ☐

Other(s): \_\_\_\_\_ ☐

☐ Provide licensure documentation if another governmental agency is providing oversight (i.e., GA Public Safety or GA Medical Care Foundation).

☐ Attach a copy of the credential and a confirming statement that graduates of the program may sit for the Credential Examination.

## **ATTACHMENTS TO APPLICATION**

The following items have been included as an attachment to the application:

- ☐ Program Description(s)
- ☐ Signed EEO and Conflict of Interest Assurances
- ☐ Catalog or Brochure
- ☐ Current Business License \*
- ☐ Schedule of Classes
- ☐ NPEC Certification \*
- ☐ Debarment Form
- ☐ Accreditation/Authorization Documents (Include authorizing agency description) \*
- ☐ Copies of credential(s) to be received by students
- ☐ Published Course Price Listing (Copy of catalog or website page, if price included)
- ☐ Training Provider Relationship Disclosure

\*Please attach if applicable to your organization.



## Individual Training Account (ITA) Provider/Program Application

### ITA Provider Information

<b>Training Provider Name</b>	
<b>Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip</b>	
<b>County</b>	
<b>Website (URL)</b>	
<b>Authorization/Accreditation</b>	
<b>Federal Tax ID # (99-9999999)</b>	
<b>Year Business Established</b>	
<b>Contact Name, Title</b>	
<b>Phone (999-999-9999)</b>	
<b>Fax (999-999-9999)</b>	
<b>Email</b>	

### Financial Aid

<b>Pell Grant</b>	Yes	No
<b>Hope Scholarship</b>	Yes	No
<b>Other, Please Specify (Title IV, Sallie Mae, etc.)</b>	Yes	No

Complete separate copies of the following 4 pages for **EACH PROPOSED PROGRAM.**

### Program Information

<b>Program Title</b>	
<b>Program Description</b> (Describe or attach)	
<b>Program Specific Authorization/Accreditation</b>	
<b>Credential Earned</b>	Please complete form on the following page for <u>each</u> program

## Credentials for Each Program Requested for Georgia Eligible Training Provider List

Training Provider Name: \_\_\_\_\_

Program	Credential Name	Organization Granting Credential	Price of Exam	Address & Contact Information of Organization Granting Credential

**Attach a copy of the credential and a confirming statement that graduates of the program may sit for the Credential Examination**

<b>Describe in detail applicant's partnerships with business.</b>	
<b>Describe how the training program(s) aligns with in-demand industries and occupations.</b>	

**Published Program Cost (as advertised to the general public via website & catalog)**

Item	Cost			
<b>Supplies</b>				
<b>Supplies Total</b>	\$			
<b>Books – list each one</b>				
Name				
ISBN Number				
Name				
ISBN Number				
<b>Books Total</b>	\$			
<b>Test Fees</b> (List Name of Exam)				
<b>Test Fees Total</b>	\$			
<b>Fees</b> (List all fees)				
<b>Fees Total</b>	\$			
<b>Tuition</b>	\$			
<b>Total Program Cost</b>	\$			
<b>Program Duration</b>				
<b>Number of Weeks</b>	<b>(Classroom) Curriculum Hours</b>	<b>Other (Specify Internship/Externship Hours Separately)</b>		
<b>Entry Criteria: Tests of Adult Basic Education (TABE) assesses basic reading, math and language skills and provides Grade equivalent scores.</b>				
<b>High School Diploma Required</b>	<b>Reading Level</b>	<b>Math Level</b>	<b>Language Level</b>	<b>Other Entry Requirements (Please List)</b>
<b>Yes      No</b>				

Number of completed programs the Training Provider has conducted: _____	Number of Students	%/ \$	State minimum Requirement
<b>Total Students past 12 months</b>			
<b>Median Earnings After Placement</b> (median weekly earnings of program completers placed in unsubsidized employment during the second quarter after exit from the program)		\$	\$ 11.50
<b>Average Wage at Placement</b> (average wage at placement of completers obtaining employment during the past 12 months)		\$	\$ 10.70
<b>Attainment of Post-Secondary Credential</b> (number and percent of completers exiting the program who obtained a recognized post-secondary credential (diploma, certificate or license) during participation in or within 1 year after exit from the program)	/ %		60%
<b>Completion Rate</b> (number and percent of total students exiting during the last 12 months who met the program's completion requisites)		%	70%
<b>Employment Rate</b> (number and percent of completers exiting the program during the last 12 months who obtained employment)		%	70%
<b>Training-Related Employment</b> (number and percent of completers exiting the program during the last 12 months who have obtained training related employment)		%	70%

**Must include performance data on at least 5 students per program (use single sheet per program):**

(Employers listed will be contacted)

### Graduate and Employer References

Graduate Name	Graduate Phone Number	Employed By	Employer Contact Name	Employer Phone Number

## **CERTIFICATION**

**I hereby certify that the information provided in this Application package is true and correct. I also understand that my organization may be subject to an on-site review of training and facilities, and may be asked to provide supporting documentation before the final execution of an agreement. I assure that proposed training facilities are disabled accessible or reasonable accommodations will be made for the provision of services to disabled individuals. I assure that costs as described as the same as those published for the general public.**

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**Name (Printed) and Title**

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**Signature**

---

**Date**

## **EEO ASSURANCE**

**As a condition to the award of financial assistance from Technical College System of Georgia, Office of Workforce Development, under WIOA, the applicant assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:**

The U.S. Department of Labor (Department) is issuing nondiscrimination and equal opportunity regulations to implement Section 188 of the Workforce Innovation and Opportunity Act (WIOA). Under Section 188(e) of WIOA, Congress required the Department to issue regulations implementing Section 188 no later than one year after enactment of WIOA. The Department's publication of this final rule complies with the statutory mandate. This final rule creates a new part in the CFR, which mirrors the regulations published in the CFR in 1999 to implement Section 188 of WIOA. The Department has made no substantive changes in this final rule; the changes are technical in nature. This final rule adopts the Department's regulatory scheme for Section 188 of WIOA verbatim, with technical revisions to conform to WIOA. Specifically, the Department has: Replaced references to the "Workforce Investment Act of 1998" or "WIOA" with "Workforce Innovation and Opportunity Act" or "WIOA" to reflect the proper statutory authority; and updated section numbers in the text of the regulation to reflect its new location.

Section 188 of WIOA prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age, and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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**Name (Printed) and Title**

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**Signature**

---

**Date**

## **STANDARDS OF CONDUCT ASSURANCE:**

The Training Provider agrees that in administering Workforce Innovation and Opportunity Act funded training services, it will comply with standards of conduct that maintain the integrity of the program in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias, or special interest.

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**Name (Printed) and Title**

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**Signature**

---

**Date**

**ATTACHMENT A**  
**Standard Certifications Regarding Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion Form**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective primary certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining; attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) termination for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach and explanation to this proposal.

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Name and Title of Authorized Representative

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Signature



## **WIOA REGISTERED APPRENTICESHIP INFORMATION AND INSTRUCTIONS FOR COMPLETING THE GEORGIA ETP INFORMATION FORM FOR REGISTERED APPRENTICESHIP PROGRAMS**

Under WIOA, Registered apprenticeship programs are automatically eligible as WIOA training providers.

Under WIOA, all Registered Apprenticeship (RA) programs that are registered with the USDOL Office of Apprenticeship (OA) are automatically eligible to be included on the State Eligible Training Provider/Program List. RA programs are not subject to the same application and performance information requirements nor subject to a period of initial eligibility as other providers because they go through a detailed application and vetting procedure to become a registered apprenticeship program sponsor with USDOL/OA.

All RA programs will be informed of their automatic eligibility to be included on the list and will be provided an opportunity to consent to their inclusion, before being placed on the State ETPL.

There are no WIOA performance requirements for RA programs and RA programs are not required to provide ongoing reports to the state or local boards.

LWDAs may not impose additional criteria, information or reporting requirements on RA programs. Additionally, if an LWDA has a local ETPL, RA programs should be included and should be noted as 'in-demand occupations'. If an issue arises, LWDAs should contact the OWD for assistance.

RA programs must remain registered and in good standing with the OA to remain on the ETPL. Registered Apprenticeship program sponsors that have requested to be ETPs will remain on the ETPL as long as the program is registered or until the program sponsor notifies the OWD that it no longer wants to be included on the ETPL or until the RA program is determined to have intentionally supplied inaccurate information or to have substantially violated any provision of Title I of WIOA (e.g., civil rights of discrimination violations) or the WIOA regulations, including 29 CFR part 38. An RA program whose eligibility is terminated due to intentionally supplying inaccurate information or substantially violating WIOA provisions will be terminated for not less than 2 years and is liable to repay all youth, adult and dislocated worker training funds, if received during the period of noncompliance.

If instances of substantial violation are reported to the OWD, the OWD will work in concert with the OA to will make the determination of ineligibility. The opportunity for an appeal and hearing is described in the ETPL Appeal Procedures.

Biennial review will include verification of the registration status of RA programs and removal of any RA programs that are not currently registered or do not wish to continue as ETPs. Although RA programs are not required to provide ETP Performance reports, voluntary reporting of performance information is encouraged under WIOA regulations and outcomes for WIOA participants in WIOA funded RA programs must be included in the State's annual performance report. WIOA 116 (d) (2).

In order for Registered Apprenticeship programs to be included on the ETPL, completion of an abbreviated form is necessary to collect information needed for populating the ETPL. If the program is viable and active, the program will remain on the ETPL as long as the program is registered or until the program sponsor notifies the State that it no longer wants to be included on the list. Registered apprenticeship programs are not subject to the same application and performance information requirements or to a period of initial eligibility or initial eligibility procedures as other providers due to the detailed application and vetting procedure to become a registered apprenticeship program sponsor with the United States Department of Labor.

LWDAs will input providers/program information into the GWROPP and alert TCSG/OWD that the provider information is ready for inclusion on the State ETPL. Once the information is listed on the ETPL, local areas may develop a provider agreement.

### **Training programs must be approved by the Office of Apprenticeship and the Program Number Listed.**

Registered Apprenticeship can take many forms and the sponsors are diverse, including:

- **Employers who provide related instruction.** A number of employers with Registered Apprenticeship programs provide

formal in-house instruction as well as on-the-job training at the work site.

- **Employers who use an outside educational provider.** Under this model, Registered Apprenticeship program sponsors do not provide the related instruction or educational portion of the apprenticeship, but rely upon an outside educational entity to deliver instruction. Employers can use two- or four-year post-secondary institutions, technical colleges, eligible providers of adult education and literacy activities under title II, or on-line courses for related instruction. The employer is the ETP and must identify their instructional provider as defined locally.

- **Joint Apprenticeship Training Programs.** These programs are made up of employers and unions. They have an apprenticeship training school where the instructional portion of the Registered Apprenticeship program is delivered. The training schools are usually administered by the union.

- **Intermediaries.** Intermediaries can serve as program sponsors when they take responsibility for the administration of the apprenticeship program. They can also provide expertise such as curriculum development, classroom instruction and supportive services, as appropriate. The intermediary is the ETP and must identify the instructional provider if an outside organization is providing the educational portion of the apprenticeship. Intermediaries include:

- Educational institutions including two and four year post-secondary institutions, technical colleges, or eligible providers of adult education and literacy activities under title II. In this model the educational institution administers the program, works with employers to hire apprentices and provides classroom or on-line instruction for the apprenticeship program;
- Industry associations administer the program and work with employer/members and educational entities to implement the apprenticeship program; and,
- Community based organizations administer the program and work with employers, educational entities and the community to implement the apprenticeship program.

**Form completion instructions:**

- **Respond to all questions. If the question does not apply indicate “not applicable”. When referring to a catalog or brochure, indicate, “See attached catalog”.**
- **The name of the Apprenticeship sponsor is the legal name of the entity.**
- **The contact person is the individual who may answer questions concerning the information.**
- **If the form submitted via e-mail, it will be necessary to mail a provider certification or submit an electronic signature as well as a catalog of courses or reference website, if available online.**

## Workforce Innovation and Opportunity Act Glossary and General Information

**Workforce Innovation and Opportunity (WIOA):** WIOA will help job seekers and workers access employment, education, training and support services to succeed in the labor market and match employers with the skilled workers they need to compete in the global economy. The purposes of WIOA include:

- Increasing access to and opportunities for the employment, education, training and support services that individuals need, particularly those with barriers to employment;
- Supporting the alignment of workforce investment, education and economic development systems, in support of a comprehensive, accessible, and high quality workforce system;
- Improving the quality and labor market relevance of workforce investment, education and economic development efforts;
- Promoting improvement in the structure and delivery of services;
- Increasing the prosperity of workers and employers;
- Providing workforce development activities that increase employment, retention and earning of participants and that increase post-secondary credential attainment and as a result, improve the quality of workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers and enhance productivity and competitiveness of the nation.

**WIOA Services:** A customer may access the array of services and program information available on the statewide ETPL and may choose from a variety of Eligible Training Providers. There is no guarantee that a customer will enroll in a specific course or program of study after referral. It is the responsibility of the customer and the career adviser to develop a career plan. A customer may be determined WIOA eligible during WIOA career services. If it appears that the customer is eligible and suitable for provider training, they will be approved for enrollment by LWDA staff. Once approved for enrollment, LWDA staff will provide written authorization to both the customer and the training organization through an Individual Training Account (ITA).

**Career Services:** Services that LWDA's are responsible for providing for adults and dislocated workers under WIOA. Career services may include initial assessment of skill levels, job search and placement assistance, provision of information on in-demand sectors and occupations, information on nontraditional employment, labor market information, provision of information about the performance and cost of education and training providers in the area, career counseling, information about filing unemployment compensation claims, information relating to the availability of supportive services such as child care and transportation, specialized assessments of individual skill levels and service needs, individual or group counseling and career planning, development of an individual employment plan, short-term job-readiness activities, literacy activities related to basic workforce readiness, etc.

**Credentialing:** WIOA performance standards now include the attainment of recognized post-secondary credential received by participants. It is the Provider's responsibility to assure that Credentialing goals are obtained for each student. All training programs must prepare WIOA participants through job training and preparation to sit for testing in order to achieve attainment of industry-recognized credentials as specified by WIOA. Such nationally recognized industry, association or organizations include:

- A state education body
- An institution of higher education eligible to participate in federal financial aid programs
- A registered apprenticeship
- A public regulatory agency
- A professional, industry or employer association

**Eligible Training Provider:** An organization, entity, or institution, such as a public or private college and university, community-based organization, or proprietary school whose application has been approved by the local workforce Board and submitted to the state for inclusion on the state ETPL to provide training services through the use of an ITA or training provided (WIOA exception) through a contract for services. Reference 20 CFR.680.410. Registered Apprenticeship programs may also request to be Eligible Training Providers and are automatically included on the ETPL.

**Eligible Training Provider List (ETPL):** A statewide compilation of providers that are approved to provide services through the One-Stop system described by WIOA. These lists contain consumer information, including cost and performance information for each provider, so that customers may make informed choices.

**Individual Training Account (ITA):** A training plan obligation and expenditure account established on behalf of a WIOA eligible participant to establish a plan for payment for a program of training services, which may include tuition, books and fees.

**Provider Entry Criteria:** Training providers have responsibility in assessing the current skills, education and experience of candidates and providing training and employment for customers. Provider entry requirements will be a critical factor in establishing and attaining successful performance. They should be established with a purpose of determining whether the customer's current skills, education, experience, etc. will enable them to complete the training program, obtain the knowledge and skills necessary to receive certification, as well as obtain training-related employment with wages that meet standards and promote self-sufficiency.

#### **ATTACHMENTS TO APPLICATION**

The following items have been included as an attachment to the application:

- ☐ Signed Certification, EEO and Standards of Conduct Assurances
- ☐ Signed Debarment Form

## Registered Apprenticeship Program Information Form (Revised 11/16/2016)

### Registered Apprenticeship Information

Registered Apprenticeship Sponsor	
Address of Sponsor:	
City, State, Zip Code	
Training Provider (if different from sponsor)	
County	
Address	
City, State, Zip Code	
County	
Website (URL)	
Federal Tax ID # (99-9999999)	
USDOL Apprenticeship Program Registration Number	
Contact Name, Title	
Phone (999-999-9999)	
Fax (999-999-9999)	
Email	

### Financial Aid (if applicable)

Other, Please Specify (Title IV, Sallie Mae, etc.)	Yes      No
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Complete separate copies for **EACH OCCUPATION**

### Occupation Information

Occupation Title	
Credential(s) Earned	
Work Process	
Number of Active Apprentices by occupation	

**Training Cost \*\*\***

**\*\*\* Individual Costs to be determined at the local level in conjunction with the RA sponsor.  
Complete attached Cost form if needed.**

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PROGRAM DURATION				
Number of Weeks	(Classroom) Curriculum Hours	Other (On-the-Job Training)		
Entry Criteria: Tests of Adult Basic Education (TABE) assesses basic reading, math and language skills and provides Grade equivalent scores.				
High School Diploma Required	Reading Level	Math Level	Language Level	Other Entry Requirements (Please List)
Yes      No				

## **CERTIFICATION**

I hereby certify that the information provided is true and correct. I assure that proposed training facilities are disabled accessible or reasonable accommodations will be made for the provision of services to disabled individuals.

## **EEO ASSURANCE**

**As a condition to the award of financial assistance from the Technical College System of Georgia, Office of Workforce Development, under WIOA, the training provider assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:**

Section 188 of WIOA prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age, and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

## **STANDARDS OF CONDUCT ASSURANCE:**

The Training Provider agrees that in administering Workforce Innovation and Opportunity Act funded training services, it will comply with standards of conduct that maintain the integrity of the program in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias, or special interest.

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**Name (Printed) and Title**

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**Signature**

---

**Date**

**Standard Certifications Regarding Debarment, Suspension, Ineligibility  
And Voluntary Exclusion Form**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- 1) The prospective primary certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining; attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach and explanation to this proposal.

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Name and Title of Authorized Representative

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Signature



### ***Instructions for Certification Regarding Debarment***

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is proving the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal Funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the GOWD may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person”, primary covered transaction”, “principle”, proposal”, “voluntarily excluded”, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier that covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## Cost Information Form – To be completed for reimbursement of training costs if needed

### Detailed Training Costs:

Item	Cost
<b>Supplies</b>	
<b>Supplies Total</b>	\$
<b>Books – list each one</b>	
<b>Books Total</b>	\$
<b>Test Fees (List Name of Exam)</b>	
<b>Test Fees Total</b>	\$
<b>Fees (List all fees)</b>	
<b>Fees Total</b>	\$
<b>Tuition</b>	\$
<b>Total Training Cost</b>	\$

Policy/Procedure #: **18-011-100**

Policy Name: **Individual Training Account Policy (ITA)**

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## **OVERVIEW**

WIOA funds will be used for costs incurred during the pursuit of occupationally specific programs of study that lead to a diploma or certificate for WIOA eligible adults, dislocated workers and youth. In addition to the WIOA eligibility requirements, youth must be: a) 18 years old and no older than 21; b) not be actively pursuing a secondary school diploma or its equivalent on the date of participation.

## **ITA APPROVALS**

ITAs are not entitlements and shall be provided to eligible participants on the basis of an individualized assessment of the person's job readiness, employment and training needs, financial, social and supportive needs, labor market demand and potential for successful completion, as documented on the participant's Individual Employment Plan (IEP).

## **ELIGIBLE TRAINING PROVIDER LIST**

Participants may access training services through training providers who have met eligibility requirements set by the state in order to be listed on the state managed Eligible Training Provider List (ETPL). As the local Workforce Development Board (WDB), WorkSource Southern Georgia (WSG) has set additional eligibility requirements to ensure trainings provided are in growth and/or demand occupations for the region as well as meeting the needs of the region's employers. Training must result in an employment wage sufficient to attain self-sufficiency without the aid of public assistance.

## **HOPE/PELL**

WIOA funds will be used only when HOPE and Pell funds are inadequate to cover expenses. (A customer's total tuition and class-related expenses less his/her HOPE and Pell funds equals allowable WIOA training expenditure.)

## **RESIDENCY REQUIREMENTS**

Services will be reserved for adult and youth customers who reside in the Southern Georgia area. However, in the case of dislocated workers, services will be provided to those individuals who reside in the Southern Georgia area or who have been terminated or laid off, or received a notice of layoff of employment, from an employer located in the Southern Georgia area.

## **INDIVIDUAL TRAINING ACCOUNT (ITA) VOUCHER**

WIOA funds will be utilized in the form of a voucher for ITAs. ITAs will be used to purchase tuition, essential books/supplies that are instructor-required purchases for *all* students taking any given course, and for graduation and training-related purchases including, but not limited to, medical exams, vaccinations, uniforms, graduation fees, testing fees, etc. The maximum amount of an ITA voucher is \$6,000 per customer.

Funding shall be spread across the entire length of the program by semester/term or other standard billing time frame and/or allocated as needed per semester.

## **ONLINE/DISTANCE LEARNING**

In some cases, online/distance learning is either necessary to the current situation or required in order to complete the training program. These situations should be addressed on a case by case basis. Any exception must have approval from the WSG Workforce Director and/or his/her designee.

Online training is permitted when the platform for the course provides an adequate system for tracking attendance and/or online participation. Programs that are largely self-taught are not permitted.

### **TIME LIMIT**

ITAs have a 2.5-year time limit, regardless of the length of the customer's training program. Hence, customers must select programs that will be finished in 2.5 years or less.

### **SUPPORT PAYMENTS**

Supportive Service benefits may be available to assist WIOA eligible participants with costs associated with participating in WIOA funded training activities. Supportive services mean services such as transportation, child care, and/or dependent care that are necessary to enable an individual to participate in activities authorized under the Workforce Innovation and Opportunity Act.

For additional details please see the **Southern Georgia WDB Supportive Services Policy**.

### **DEFAULT STATUS AND ACADEMIC PROBATION**

WIOA funds will not be utilized for educational expenses of students who are ineligible for other types of student financial assistance because they are in "default status."

WIOA funds will not be utilized for a customer who fails to make satisfactory academic progress. Specifically, funds will not be extended during a period of academic probation. However, upon a customer's removal from academic probation status and recovery of standard admission status, WIOA funds may be accessed again if the 2.5-year time limit has not expired.

WIOA funds may not be utilized to pay for course repeats due to failures.

### **CHANGES IN COURSE OF STUDY**

Customers may not change majors and continue to receive WIOA assistance. However, Southern Georgia Regional Commission (SGRC) staff may approve "minor" changes in a major (program of study) if customers stay within the same field and do not extend the total period of attendance beyond the 2.5-year training time limit.

### **ADDITIONAL DIPLOMA/CERTIFICATE**

SGRC staff may approve WIOA assistance during the acquisition of an additional diploma/certificate that is closely related to the original diploma/certificate if doing so increases the customer's marketability and does not violate the 2.5-year and \$6,000 limit.

### **LODGING**

WIOA funds may be utilized, at the rate of \$40 per night, for lodging for a customer who is enrolled in training and is required to participate in an activity out of town (i. e., clinicals for nursing students).

### **ITA DENIAL**

Reasons for denial of an ITA, or discontinuation of funding, may include:

- The participant is unable to satisfy the ITA approval conditions;
- The participant has previously accessed ITA funded training and is unable to demonstrate the need for an additional or new credential;
- The participant did not successfully earn a credential through their previous ITA training funded and is unable to provide information to substantiate extenuating circumstances that prevented successful credential attainment;
- The participant failed to maintain regular contact with program staff;
- The participant has had repeated absences, tardiness or had failed to participate/complete training requirements;
- The participant has failed to maintain a GPA as defined by the provider; OR

- The participant has to repeat courses previously funded under WIOA.

## **EXCEPTIONS**

The Southern Georgia Workforce Development Board's Executive Committee will make decisions regarding exceptions to the local training policies on a case-by-case basis. When an exception is requested, the WIOA customer's case manager may attend the Committee meeting to elaborate about the circumstances necessitating the exception. Also, the customer may attend and/or provide a brief essay (one page) justifying the appropriateness of the exception.

## **Approvals/Changes**

<i>Southern Georgia WIB Approved</i>	<i>June 4, 2013</i>
<i>Revised and WIB Approved</i>	<i>June 19, 2014</i>
<i>Revised and WDB Approved</i>	<i>June 10, 2015</i>
<i>Revised for WIOA</i>	<i>July 1, 2015</i>
<i>Revised and WDB Approved</i>	<i>September 19, 2016</i>
<i>Revised and WDB Approved</i>	<i>August 18, 2021</i>

Policy/Procedure #: **18-008**

Policy Name: **WIOA Complaint and Grievance Policy**

Effective Date: **02/14/2018**

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### **Purpose**

The purpose of the WIOA Complaint and Grievance Policy is to provide guidance for filing and resolving complaints/grievances alleging violations of any of the provisions of WIOA.

### **Types of Complaints**

There are three basic types of complaints:

1. A complaint that involves suspected fraud, waste, abuse, misconduct, or other wrongdoing in a WIOA-funded program;
  2. A general complaint alleging a programmatic violation of WIOA; and
  3. A complaint which alleges discrimination.
- 

## **Section I: Complaints for Fraud, Waste, Abuse, Misconduct or Other Wrongdoing Concerning DOL Programs and Operations**

In the event that a complaint involves allegations of fraud, abuse, waste, misconduct, or illegal activity stemming from a WIOA-funded program, the complainant shall immediately contact one of the following entities listed below. Contact information can be found on *Attachment A* of this policy:

- Technical College System of Georgia, Office of Workforce Development
- Georgia Office of Inspector General
- United States Department of Labor, Office of Inspector General

In the event that the complainant contacts the Local Workforce Development Area (LWDA), LWDA shall document the allegations and assist the complainant in contacting the appropriate entity. The LWDA may document the allegations using the Office of Inspector General's Incident Report Form 1-156 (*Attachment B*). Additional guidance regarding what procedures shall be adhered can be found on the United States Department of Labor's Employment and Training's (ETA) Training and Employment Guidance Letter 2-12.

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## Section II: Process for General, Non-Discriminatory Complaints

The process for general complaints is intended to allow for resolution of the complaint at the most local level possible. Therefore, if a general complaint alleges that the Southern Georgia LWDA or a service provider of the LWDA violated the requirements of WIOA, then such complaint must be filed in compliance with the Southern Georgia LWDA complaint policies. Such complaints will not be resolved by the State (OWD) until such time that there has been a written ruling issued by the LWDA. The exception to this rule is if the complaint contains allegations directly against OWD. Such complaints must be directly filed with OWD. For these type of complaints, the contact person for the Southern Georgia LWDA is Amy Baldwin, WIOA Equal Opportunity Office. Please see *Attachment A* for contact information.

Complaint and grievance procedures along with instruction on how to file a complaint are available to the public. These procedures and instructions inform the public or any interested party's right to file a complaint as well as inform the public that an interested party has the opportunity to receive technical assistance in filing such a complaint. The complaint process and information is on the WIOA Customer Rights Form (*Attachment C*). This form is explained to each customer, and the customer reads, signs, dates and retains a copy of the form. The original is placed in the participant file. Service Providers must ensure that the WIOA Customer Right's Form is current (review to ensure all contact information for complaints is accurate) and that a signed copy is placed in the participant file.

The LWDA will provide assistance to any complainant, including those complainants filing a complaint against the LWDA. Assistance may include, but shall not be limited to, providing instructions on how to file a complaint; providing reasonable accommodations to complainants with disabilities in accordance with federal law; providing relevant copies of documents such as WIOA, regulations, local rules, contracts, etc.; and providing clarifications on the relevant provisions. This requirement shall not be interpreted as requiring the LWDA to release personally identifiable information.

All complaints must be filed in writing and within a reasonable timeframe from the date of the alleged action which gave rise to the complaint. However, reasonable time shall not exceed one hundred and twenty (120) days of the alleged event.

As required by WIOA, every complainant shall have the opportunity for a hearing for any complaint that is filed. A request for a hearing must be made in writing by the complainant, preferably at the time the complaint is initially filed. However, a complainant may file a written request for a hearing within sixty days of the date the complaint was filed. If a request for a hearing is made, then the hearing shall be held as soon as reasonably possible to enable a resolution of the complaint no later than sixty (60) days from the day the complaint is filed.

The LWDA will resolve any complaint within sixty (60) days of the complainants filing (as per U.S.C. § 3241 (c)(1)). Any entity within the Georgia Workforce System including, but not limited to customers, participants, recipients, sub-recipients, contractors, and service providers may file a complaint.

### Process Flow for General Complaints

#### 1. Submitting a Complaint

All general complaints must be submitted in writing using the WIOA General Complaint Form (*Attachment D*). The complaint must be signed by the complainant.

#### 2. Required Elements of a Complaint

Each complaint filed must be filed in writing, either electronically or in hard copy, and must contain the following information:

- a. The complainant's name, mailing address, and if available, email address (or another means of contacting the complainant).
- b. The identity of the respondent (the individual or entity that the complainant alleges is

responsible for the discrimination.

- c. A description of the complainant's allegations. This description must include enough detail to allow the recipient to decide whether:
  - i. The recipient has jurisdiction over the complaint;
  - ii. The complaint was filed in time; and
  - iii. The complaint has apparent merit; in other words, whether the complainant's allegations, if true, would indicate noncompliance with the LWDA policies.
- d. The written or electronic signature of the complainant or the written or electronic signature of the complainant's representative.

3. Amending a Complaint

A complaint may be amended to correct a technical deficiency at any time up until the date of resolution or the date of a hearing, if a hearing is requested in writing prior to the issuance of a resolution. Complaints may be withdrawn by the complainant at any time prior to the issuance of a resolution.

4. Lack of Required Information

In the event a complaint is received which does not contain enough information to enable the LWDA to resolve the issue, the LWDA shall make reasonable efforts to contact the complainant and gather additional, necessary information.

5. Notice of Receipt (Initial Written Notice)

The local EO Officer must prepare a written letter of acknowledging receipt of the complaint. Notice of Receipt may be mailed by registered mail, certified mail or hand delivered with signatures indication receipt of the notice. The notice will include a list of issues raised in the complaint; and for each issue a statement on whether the LWDA will accept the issue for investigation or reject the issue, and the reasons for the rejection.

6. Lack of Jurisdiction

In the event that a complaint is filed and the LWDA lacks jurisdiction to resolve, the LWDA must notify the complainant, in writing within five business days of making such determination. This notice may be mailed by registered mail, certified mail or hand delivery with signature indicating receipt of the notice. This Notice of Lack of Jurisdiction must include:

- a. A statement of the reasons for that determination; and
- b. Notice that the complainant has the right to file a complaint with OWD or the CRC within 30 days of the date on which the complainant receives the notice.

7. Complaint Log

The LWDA will record all complaints in the LWDA's complaint log. The following information will be entered:

- a. Complainant's name and contact information;
- b. The date the complaint was filed;
- c. The date a formal or informal resolution was issued; and
- d. A brief description of the complaint.

Southern Georgia LWDA shall take every step necessary to ensure the information contained in the log is protected and only made available to staff or management authorized to view it.

8. Informal Resolution Attempts

As soon as a complaint is filed, the Workforce Development Director, or his/her designee, will begin an investigation within forty-eight (48) hours, and will inform the WDB Chair immediately. The WDB Chair, or his/her designee, will gather information and attempt to negotiate a resolution, which is acceptable to both parties.



#### 9. Written Resolution

The Southern Georgia LWDA will issue written resolution for each complaint received no later than sixty (60) days from the date the complaint is filed. The written resolution will include:

- a. A recitation of the issues alleged in the complaint;
- b. A summary of any evidence and witnesses presented by the complainant and the respondent;
- c. An analysis of the issues as they relate to the facts; and
- d. A decision addressing each issue alleged in the complaint.

### **Remedies**

Per 29 U.S.C. § 3241 (c)(3), a LWDA receiving an allotment or allocation under WIOA may only impose the following remedies for a violation of any requirement of WIOA:

- (1) Suspend or terminate payments made available under WIOA;
- (2) Prohibit the placement of a participant with an employer that violated any requirement under WIOA;
- (3) Where applicable, reinstate an employee, require the payment of lost wage and benefits, and reestablish other relevant terms, conditions, and privileges associated with the employee's employment; and
- (4) Where appropriate, other equitable relief.

### **Process for Appealing to OWD**

As to general complaints, the complainant must first file at the local level unless the complaint alleges a violation of the provisions of WIOA by OWD. OWD shall not have jurisdiction over general complaints until the LWDA has issued a written resolution on a complaint. Once the LWDA has issued a written resolution on a complaint, a complainant may file an appeal of the LWDA's resolution with OWD by attaching the resolution to the OWD Complaint Form (located at <https://tcsq.edu/workforce/worksource-georgia/eo-and-grievance-procedure-information/>). Any appeal to OWD of a LWDA's resolution must be filed within sixty (60) days of the date of the LWDA issued its written resolution. However, a LWDA that fails to issue a written resolution of a locally filed complaint within sixty (60) days shall give the complainant the automatic right to file a complaint with OWD. For further guidance regarding the appeals process please review OWD's P&P Manual at : <https://tcsq.edu/wp-content/uploads/2018/06/Workforce-Policies-and-Procedures-Updated-11-20-2017.pdf>.

### **Hearing Procedures (if requested by complainant)**

#### 1. Request for a Hearing

Upon receiving written notice of the complainant's request for a hearing, the LWDA will respond in writing acknowledging the complainant's request and notifying the claimant and the respondent of the date of the hearing. Such acknowledgment and notice shall be transmitted to the complainant and the respondent within ten (10) business days of receipt of the complainant's request. The notice will include:

- a. The date of issuance;
- b. The name of the complainant;
- c. The name of the respondent against whom the complaint has been filed;
- d. A statement reiterating that the complainant and respondent may be represented by legal counsel at the hearing;
- e. The date, time and place of the hearing, including the name of the hearing officer serving as an impartial party;
- f. A statement of the alleged violations of WIOA. (This may include clarification of the original complaint, but must accurately reflect the content of the submitted documentation of the complainant);
- g. A copy of the policies and procedures for the hearing or identification of where such policies may be found; and

h. The name, address, and telephone number of the contact person issuing the notice.

2. Appointment of a Hearing Officer

The WDB Chair will appoint an impartial decision-maker to serve as the hearing officer. The hearing officer must have complete independence in obtaining facts and making decisions and must render decisions that are fair and impartial. The hearing officer will conduct the hearing.

Examples of hearing officers include: himself/herself, another WDB member, the SGRC Executive Director, a WDB chairman or WDB member from another area, management/supervisory level personnel of a governmental department, (i. e., Social Security Administration), an attorney, a college professor, a paralegal. The hearing officer must not be a subordinate of LWDA 18's staff involved in the administration of workforce development programs and should not be involved in any way in the issue causing the complaint. Any WDB member who is directly involved in the matter causing the grievance shall not be a hearing officer.

If either party to the complaint is aware of the facts or circumstances that put the designated hearing officer's independence or impartiality in question, the WDB Chair should be notified immediately. As appropriate, an alternative hearing officer will be appointed. In all cases, the EO Officer will maintain documentation in the complaint file regarding the allegation and how it was handled.

3. Responsibilities of the Hearing Officer

The responsibilities of the designated hearing officer are as follows:

- a. Directs preparation of and reviews complete file on the case prior to the hearing;
- b. Directs parties to appear at the hearing;
- c. Holds hearings;
- d. Receives evidence;
- e. Disposes of procedural requests;
- f. Considers and evaluates facts, evidence, and arguments to determine credibility;
- g. Renders the decision and issues it in writing to all parties involved; and
- h. Provides the complete record.

4. Complaint Hearings

Hearings will be conducted informally. Unnecessary technicalities (i. e., legal requirements that would be appropriate in court proceedings) should be avoided. The hearing should provide the flexibility to enable adjustment to the circumstances presented. These guidelines will be followed:

- a. Full regard should be given to the requirement of ensuring a fair and impartial hearing process.
- b. All testimony at the local level shall be mechanically recorded and minutes of the hearing will be kept.
- c. The hearing officer should begin the hearing by summarizing the record and the issues. Both parties will be given the opportunity to review the record. The hearing officer will explain the manner in which the hearing will be conducted, making sure that everyone involved understands the proceedings. Such explanation should be adapted to the needs of the specific situation. The hearing officer must take testimony under oath or affirmation to give some assurance of veracity of the hearing.
- d. The hearing officer determines the order of proof and ensures that the burden of proof is reasonable and flexible, depending upon the circumstances. Generally, the complainant establishes his/her case first.
- e. The parties involved may be represented, but these parties are responsible for finding their own representation. Otherwise, the parties are limited to their own abilities and the abilities of the hearing officer in obtaining testimony in the case.
- f. The hearing officer must ensure that all information is obtained for the record. If the parties involved or their representative do not ask the right questions to ensure due process, the hearing officer must assist in having all materials and facts elicited.

- g. The practice in informal hearings is generally not to apply strict rules of evidence in obtaining facts. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that it is supported by substantial evidence.
- h. The general rules in the law should be applied in decisions on remedies, which should be reasonable and fit the problem and/or violation.
- i. The hearing officer may accept any resolution of the issue agreeable to all parties prior to rendering a decision as long as the agreement does not violate any State or Federal law.

5. Documentation of the Hearing Record

The hearing record must contain the following in order to be complete:

- a. All pleadings, motions, and intermediate rulings;
- b. Detailed minutes or mechanical recording of the oral testimony plus all other evidence received or considered;
- c. A settlement of matters officially noted;
- d. All staff memoranda or data submitted to the decision-maker in connection with his/her consideration of the case;
- e. Findings of facts based on the evidence submitted at the hearing;
- f. Notification of further appeal procedures, if applicable; and
- g. The final decision of the hearing officer.

The EO Officer will maintain copies of all correspondence, the complaint, minutes of the hearing, and other documentation relevant to the complaint at the SGRC.

6. Written Decision

The hearing officer, considering the evidence presented by the complainant and respondent, shall issue a written decision which shall serve as the LWDA's official resolution of the complaint. The decision shall include the following information at a minimum:

- a. The date, time and place of hearing;
  - b. A recitation of the issues alleged in the complaint;
  - c. A summary of any evidence and witnesses presented by the complainant and the respondent;
  - d. An analysis of the issues as they relate to the facts; and
  - e. A decision addressing each issue alleged by the complaint.
-

## **Section II: Complaints Alleging Discrimination**

### **Process for Complaints Alleging Discrimination**

As a recipient of federal funds, the Southern Georgia LWDA is prohibited from, and does not engage in, discriminating against any individuals in the United States on the basis of race, color, religion, sex (including pregnancy childbirth and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA-Title I funded program or activity. Further, any entity which receives funds authorized under WIOA is prohibited from discriminating against any individual on the grounds previously stated. Pursuant to U.S.C. § 3248, the Secretary of the United States Department of Labor shall issue regulations governing and implementing the nondiscrimination provisions of WIOA. Such federal regulations shall govern the process for reviewing and resolving any complaints for grievances alleging discriminatory action. The complainant or grievor has the right to file their discrimination-based complaint to any one of the following agencies (contact information can be found on Attachment A):

- Southern Georgia Regional Commission, EEO Officer
- Technical College System of Georgia, Office of Workforce Development, EEO Officer
- United States Department of Labor's Civil Rights Center (CRC).

The LWDA will provide assistance to any complainant, including those complainants filing a complaint against the LWDA. Assistance may include, but shall not be limited to, providing instructions on how to file a complaint; providing reasonable accommodations to complainants with disabilities in accordance with federal law; providing relevant copies of documents such as WIOA, regulations, local rules, contracts, etc.; and providing clarifications on the relevant provisions. This requirement shall not be interpreted as requiring the LWDA to release personally identifiable information.

All discrimination based complaints must be filed within one hundred and eighty (180) days of the alleged discrimination.

If a complainant chooses to file the discrimination complaint with the LWDA, a response shall be issued within ninety (90) days of the complaint's filing. The resolution shall be the written Notice of Final Action. Options for resolving the complaint shall include alternative dispute resolution (ADR), at the complainant's election.

The complainant and respondent has the right to be represented in the complaint process by an attorney or other representative.

If the complainant is dissatisfied with the resolution of his/her complaint by the LWDA, the complainant may file a new complaint with OWD or CRC within thirty (30) days of the date on which the complainant receives the Notice of Final Action. If the LWDA fails to issue the Notice within ninety (90) days of the date on which the complaint was filed, the complainant may file a new complaint with OWD or the CRC within thirty (30) days of the expiration of the ninety (90) day period (in other words, within one hundred and twenty (120) days of the date on which the original complaint was filed).

The LWDA shall fully cooperate with any local, state, or federal investigation in accordance with the aforementioned proceedings or with any criminal investigation.

The Equal Opportunity Officer will report to OWD all discrimination complaints received.

### **Non-Discrimination/Equal Opportunity Assurance and Policy Statement**

Southern Georgia Workforce Development Area (WDA) is in compliance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 188 of the Workforce Innovation and Opportunity (WIOA) and 29 CFR Part 38, and the Americans with Disabilities Act of 1990.

### Designation and Duties of EO Officer

Amy Baldwin is the EO Officer for the Southern Georgia Workforce Development Area (WDA). A job description and responsibilities for the EO Officer are on file at the Southern Georgia Regional Commission. The EO Officer reports to the WIOA Director. The Southern Georgia WIOA EO Officer will function as a liaison between the LWDA and the state level Equal Opportunity Administrator and the WIOA Title I Equal Opportunity Officer. This LWDA EO Officer's name, title, address and telephone number has been made public through the "Customer's Rights under the Workforce Development Program" document which is signed by each applicant, as well as on brochures and posters, placed in areas of high visibility where WIOA-funded services are offered. The local EO serves as the local level focal point for taking and handling complaints that involve customer services, concerns, apparent violations, discrimination and related issues.

### Equal Opportunity Notices

Equal Opportunity notices with an EO tagline are available in handouts, posters and handbooks to customers, applicants and employees. The non-discrimination notice is available in English and Spanish, and includes information for access to the TTY/TDD or relay system. Equal Opportunity notices are posted at the WIOA local offices and training sites throughout the eighteen county service area. The discrimination notice is also on the WIOA Customer's Rights Form which is explained to the customer, and the customer reads, signs, dates and retains a copy of the form. The original is placed in the participant file. Service Providers must ensure that the WIOA Customer Right's Form is current (review to ensure all contact information for complaints is accurate) and that a signed copy is placed in the participant file.

### Equal Opportunity Complaint Log

The local EO Officer maintains a discrimination complaint log, which is maintained for a period of three years. These policies and procedures establish a process for handling complaints and grievances. The local workforce area has written procedures for conducting Equal Opportunity compliance monitoring reviews of service providers. Those procedures are contained within the WIOA Monitoring Policies and Procedures.

## **Process Flow for Discrimination Complaints**

### **1. Submitting a Complaint**

All discrimination complaints must be submitted in writing using the UDDOL Complaint Information Form found at <https://www.dol.gov/oasam/programs/crc/CIFmain.htm> or standard letter format. The complaint must be signed by the complainant.

### **2. Required Elements of a Complaint**

Each complaint filed must be filed in writing, either electronically or in hard copy, and must contain the following information:

- a. The complainant's name, mailing address, and if available, email address (or another means of contacting the complainant).
- b. The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination).
- c. A description of the complainant's allegations. This description must include enough detail to allow the recipient to decide whether:
  - i. The recipient has jurisdiction over the complaint;
  - ii. The complaint was filed in time; and
  - iii. The complaint has apparent merit; in other words, whether the complainant's allegations, if true, would indicate noncompliance with any of the nondiscrimination and equal opportunity provisions of WIOA.
- d. The written or electronic signature of the complainant or the written or electronic signature of the complainant's representative.
- e. A complainant may file a complaint by submitting CRC's Complaint Information and Privacy Act Consent Forms, which may be obtained either from the recipient's EO Officer or from

CRC. The forms are available electronically on CRC's Web site, and in hard copy via postal mail upon request. The latter requests may be sent to CRC at the address listed in Attachment A.

3. Amending a Complaint

A complaint may be amended to correct a technical deficiency at any time up until the date of resolution or the date of a hearing, if a hearing is requested in writing prior to the issuance of a resolution. Complaints may be withdrawn by the complainant at any time prior to the issuance of a resolution.

4. Lack of Required Information

In the event a complaint is received which does not contain enough information to enable the LWDA to resolve the issue, the LWDA shall make reasonable efforts to contact the complainant and gather additional, necessary information.

5. Notice of Receipt (Initial Written Notice)

The local EO Officer must prepare a written letter acknowledging receipt of the complaint. Notice of Receipt may be mailed by registered mail, certified mail or hand delivered with signatures indication receipt of the notice. The following elements must be included in the Initial Written Notice:

- a. An acknowledgement that the recipient has received the complaint; and
- b. Notice that the complainant has the right to be represented in the complaint process 29 CFR § 38.71;
- c. Notice of rights contained in 29 CFR § 38.35;
- d. Notice that the complainant has the right to request and receive, at no cost, auxiliary aids and services, language assistance services, and that this notice will be translated into the non-English language as required in §§ 38.4(h) and (i), 38.34 and 38.36.

6. Written Statement of Issues

A written statement of issue(s) will be provided to the complainant, that includes the following:

- a. A list of issues raised in the complaint; and
- b. For each issue, a statement whether the recipient will accept the issue for investigation or reject the issue, and the reasons for the rejection.

10. Lack of Jurisdiction

If a recipient determines that it does not have jurisdiction over a complaint, it must notify the complainant, in writing within five business days of making such determination. This Notice of Lack of Jurisdiction must include:

- a. A statement of the reasons for that determination; and
- b. Notice that the complainant has the right to file a complaint with CRC within 30 days of the date on which the complainant receives the notice.

11. Complaint Log

The LWDA will record all complaints in the LWDA's complaint log. The following information will be entered:

- a. Complainant's name and contact information;
- b. The date the complaint was filed;
- c. The date a formal or informal resolution was issued; and
- d. A brief description of the complaint.

Southern Georgia LWDA shall take every step necessary to ensure the information contained in the log is protected and only made available to staff or management authorized to view it.

#### 12. Informal Resolution Attempts/Fact Finding

As soon as a complaint is filed, the EO Officer and the Workforce Development Director, or his/her designee, will begin an investigation within forty-eight (48) hours, and will inform the WDB Chair immediately. The WDB Chair, or his/her designee, will gather information and attempt to negotiate a resolution, which is acceptable to both parties.

#### 13. Alternate Dispute Resolution (ADR)

The procedure the recipient adopts must provide for alternative dispute resolution (ADR). The recipient's ADR procedures must provide that:

- a. The complainant may attempt ADR at any time after the complainant has filed a written complaint with the recipient, but before a Notice of Final Action has been issued.
- b. The choice whether to use ADR or the customary process rests with the complainant.
- c. A party to any agreement reached under ADR may notify the CRC Director in the event the agreement is breached. In such circumstances, the following rules will apply:
  - i. The non-breaching party may notify the CRC Director within 30 days of the date on which the non-breaching party learns of the alleged breach; and
  - ii. The CRC Director must evaluate the circumstances to determine whether the agreement has been breached. If the CRC Director determines that the agreement has been breached, the complaint will be reinstated and processed in accordance with the recipient's procedures.
- d. If the parties do not reach an agreement under ADR, the complainant may file a complaint with the CRC Director as described in 29 CFR §§ 38.69 through 38.71.

#### 14. Notice of Final Action

The Southern Georgia LWDA will issue a written Notice of Final Action within ninety (90) days of the date on which the complaint was filed, that contains the following:

- a. For each issue raised in the complaint, a statement of either:
  - i. The recipient's decision on the issue and an explanation of the reasons underlying the decision; or
  - ii. A description of the way the parties resolved the issue; and
- b. Notice that the complainant has a right to file a complaint with CRC within 30 days of the date on which the Notice of Final Action is received if the complainant is dissatisfied with the recipient's final action on the complaint.

### **Notes**

The Technical College System of Georgia, Office of Workforce Development Policies and Procedures relating to EO complaints can be found at: <https://tcsge.edu/workforce/worksource-georgia/eo-and-grievance-procedure-information/>

#### ***Approval/Changes:***

*WIB Approved 11.14.13*

*WIOA Revised 07.01.2015*

*Revised and WDB Approved 02.08.17*

*Revised and WDB Approved 04.12.17*

*Revised and WDB Approved 02.14.18*

*Revised and WDB Approved 11.14.18*

## Attachment A:

1. Southern Georgia Workforce Development/Southern Georgia Regional Commission  
Amy Jones  
Area 18 WIOA Equal Opportunity Officer  
Southern Georgia Regional Commission  
1725 South Georgia Parkway West  
Waycross, Georgia 31503  
(912) 285-6097  
[ajones@sgrc.us](mailto:ajones@sgrc.us)
2. Technical College System of Georgia, Office of Workforce Development, EEO Officer  
Compliance Team  
Technical College System of Georgia  
1800 Century Place, NE Suite 150  
Atlanta, GA 30345-4304  
(404) 679-1371  
[wioacompliance@tcsq.edu](mailto:wioacompliance@tcsq.edu)
3. Georgia Office of Inspector General  
2 M.L.K Jr. Drive, SW  
1102 West Tower  
Atlanta, Georgia 30334  
866-435-7644  
Complaint Form: <http://oig.georgia.gov/file-Complain>
4. United States Department of Labor, Office of Inspector General  
U.S. Department of Labor  
Attn: Hotline, Office of Inspector General  
200 Constitution Ave, NW  
Room S-5506  
Washington, DC 20210  
Complaint Form: <https://www.oig.dol.gov/hotlinecontact.htm>



## CUSTOMER'S RIGHTS UNDER THE WORKFORCE DEVELOPMENT PROGRAM

### Equal Opportunity Is the Law

It is against the law for this recipient of Federal financial assistance, to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access to any WIOA Title I financially-assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

### What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

- The LWIOA 18's Equal Opportunity Officer; (recipient)
- The State WIOA EO Officer; or (recipient)
- The Director, Civil Rights Center (CRC), U.S. Department of Labor

If you file your complaint with a recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address below).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Amy Jones  
Area 18 LWIOA Equal Opportunity Officer  
Southern Georgia Regional Commission  
1725 South Georgia Parkway, West  
Waycross, GA 31503  
(912) 285-6097  
[ajones@sgrc.us](mailto:ajones@sgrc.us)

TCSG OWD Compliance Officer  
Technical College System of  
Georgia 1800 Century Place N.E.,  
Suite 150 Atlanta, GA 30345-4304  
(404) 679-1371  
[wioacompliance@tcsge.edu](mailto:wioacompliance@tcsge.edu)

The Director, Civil Rights Center (CRC)  
U. S. Department of Labor  
200 Constitution Ave NW., Room N-4123  
Washington, DC 20210  
or electronically as directed by the CRC web site [www.dol.gov/crc](http://www.dol.gov/crc)

Individuals with speech and/or hearing impairments may call:  
**State Relay at 1800-255-0056 (TDD/TTY) or 1 800-255-0135 (Voice).**

LWIOA 18 will provide for alternative dispute resolution (ADR) if you, the complainant, request ADR in writing. Additionally, a party to any agreement reached under ADR may file a complaint with the CRC in the event the agreement is breached. If such a breach occurs, the following rules will apply:

- The non-breaching party may file a complaint with the Director within 30 days of the date on which the non-breaching party learns of the alleged breach;
- The Director must evaluate the circumstances to determine whether the agreement has been breached. If he or she determines that the agreement has been breached, you may file a complaint with CRC based upon your original allegation(s), and the Director will waive the time deadline for filing such a complaint.

If a complaint is filed with the State WIOA EO Officer, he/she shall adhere to the applicable federal and state policies and regulations.

If you believe you have been harmed by the violation or misapplication of a procedure or regulation of this program, you have the right to file a grievance. The grievance should be filed in accordance with the written procedures established by the Southern Georgia Workforce Development Board, which may be obtained by contacting WIOA Director, Southern Georgia Regional Commission, 1725 South Georgia Parkway West, Waycross, Georgia 31503.

I have read and understand the above statement, acknowledged so with my signature and received a copy.

---

(Participant Signature)

---

(Parent Signature – As Needed)

---

(Date)

**A copy of this document should be given to the participant and one copy should be retained in his/her participant file.**

# DERECHOS DEL CLIENTE BAJO EL PROGRAMA DE DESARROLLO DE FUERZA DE TRABAJO

## Igualdad de oportunidades es la ley

Es contra la ley que este destinatario de asistencia financiera Federal, discrimina a las siguientes bases: contra cualquier individuo en los Estados Unidos, sobre la base de raza, color, religión, sexo (incluyendo embarazo, el parto y médicos relacionados con condiciones, estereotipos de sexo, condición de transgénero e identidad de género), origen nacional (incluyendo el dominio limitado del inglés), edad, discapacidad o afiliación política o creencia, o contra cualquier beneficiario de, solicitante o participante en programas de financieramente asistida bajo título I de la ley de la oportunidad e innovación de la mano de obra en base a la condición de ciudadanía o participación en cualquier programa i WIOA título o actividad del individuo.

El destinatario no debe discriminar en cualquiera de las siguientes áreas:

- Decidiendo quien será admitido o tengan acceso a cualquier título WIOA I asistidos financieramente por el programa o actividad;
- Proveyendo oportunidades en, o tratando a cualquier persona con relación a tal programa o actividad; o
- Decisiones de empleo en la administración de o en conexión con, tal programa o actividad.

Los beneficiarios de asistencia financiera federal deben tomar pasos razonables para asegurar que las comunicaciones con personas con discapacidad son tan efectivas como la comunicación con los demás. Esto significa que, bajo petición y sin coste para el individuo, los receptores son necesarios para proporcionar adecuadas ayudas auxiliares y servicios a individuos calificados con discapacidades.

## Qué hacer si usted cree que han experimentado discriminación

Si usted piensa que han sido sometidos a discriminación bajo un título WIOA programa o actividad, puede presentar una queja dentro de 180 días desde la fecha de la supuesta violación ya sea con:

- LWIOA 18 de agente de igualdad de oportunidades; (destinatario)
- El oficial de estado WIOA EO; o (destinatario)
- El Director, Civil Rights Center (CRC), Departamento de trabajo

Si usted presenta su queja con un destinatario, debe esperar hasta que el recipiente emita un aviso escrito de acción Final, o hasta que 90 días hayan pasado (sea más pronto), antes de presentar con el centro de derechos civiles (vea la dirección abajo).

Si el destinatario no te da un aviso escrito de acción Final dentro de los 90 días del día en que presentó su queja, puede presentar una queja con el CRC antes de recibir el aviso. Sin embargo, usted debe presentar su queja CRC dentro de 30 días el plazo de 90 días (en otras palabras, dentro de 120 días después del día en que presentó su queja con el recipiente). Si el destinatario te da un aviso escrito de acción Final de su queja, pero usted no está satisfecho con la decisión o resolución, usted puede presentar una queja con el CRC. Debe presentar su queja CRC dentro de 30 días de la fecha en que usted recibió la notificación de acción Final.

Amy Jones  
Area 18 LWIOA Equal Opportunity Officer  
Southern Georgia Regional Commission  
1725 South Georgia Parkway, West  
Waycross, GA 31503  
(912) 285-6097  
[ajones@sgrc.us](mailto:ajones@sgrc.us)

TCSG OWD Compliance Director  
Technical College System of Georgia  
1800 Century Place N.E., Suite 150  
Atlanta, GA 30345-4304  
(404) 679-1371  
[wioacompliance@tcsge.edu](mailto:wioacompliance@tcsge.edu)

El Director, Civil Rights Center (CRC)  
U. S. Departamento del trabajo  
200 Constitución Ave NW., Room N-4123  
Washington, DC 20210  
o electrónicamente según lo dirigido por el sitio web CRC [www.dol.gov/crc](http://www.dol.gov/crc)

Las personas con discurso o deficiencias auditivas pueden llamar:  
**Estado relé en 1800-255-0056 (TDD/TTY) o 1 800-255 -0135 (voz).**

18 LWIOA servirán para resolución alternativa de disputas (ADR) si, el querellante solicita ADR por escrito. Además, parte de cualquier acuerdo alcanzado bajo ADR puede presentar una queja con el CRC en caso de que el acuerdo es incumplido. Si se produce un incumplimiento, se aplicarán las siguientes reglas:

- El partido no incumplir puede presentar una queja con el Director dentro de 30 días de la fecha en que el partido no violar entera de la violación alegada;
- El Director debe evaluar las circunstancias para determinar si el acuerdo ha sido violado. Si él o ella determina que el acuerdo ha sido violado, puede presentar una queja con el CRC basa sus acusaciones originales, y el Director renuncia del plazo de tiempo para presentar una denuncia.

Si una denuncia es con el WIOA EO oficial del estado, él o ella deberá adherirse a las leyes federales y las políticas estatales y reglamentos.

Si usted cree que ha sido afectados por la violación o aplicación incorrecta de un procedimiento o reglamento de este programa, usted tiene el derecho a presentar una queja. La queja debe ser presentada con arreglo a los procedimientos escritos establecidos por el sur Georgia plantilla Junta de desarrollo, que puede ser obtenida contactando WIOA Director, Southern Georgia Regional Commission, 1725 South Georgia Parkway West, Waycross, Georgia 31503.

He leído y entendido la declaración arriba, lo reconocida con mi firma y recibido una copia.

---

(Firma del participante)

---

(Firma del padre, según sea necesario)

---

(Fecha)

**Una copia de este documento se debe dar a los participantes y conserve una copia en su archivo participante.**

## Incident Report

## U.S. Department of Labor

Office of Inspector General



For Official Use Only (When filled in)

1. Date of  
report2. Agency designation code  
(Yr.) (Agency) (Report No.)3. File Number  
(For IG use)

## 4. Type of report

☐

Initial

☐

Supplemental

☐

Final

Other (Specify) \_\_\_\_\_

## 5. Type of incident

☐

Conduct violation

☐

Criminal violation

☐

Program violation

## 6. Allegation against

☐

DOL Employee

☐

Contractor

☐

Grantee

☐

Other (Specify) \_\_\_\_\_

Given name and position of employee(s), contractor(s), grantee, etc. List telephone number, OWCP or other Claim File Number, if applicable, and other identifying data:

## 7. Location of incident (Give complete name(s) and addresses of organization(s) involved)

## 8. Date and time of incident/discovery

## 9. Source of complaint

☐

Public

☐

Contractor

☐

Grantee

☐
Program  
Participant
☐

Audit

Investigative Law Enforcement Agency (Specify)

Other (Specify)

Give name and telephone number so additional information can be obtained.

## 10. Contacts with law enforcement agencies (Specify name(s) and agency contacted and results)

## 11. Expected concern to DOL

☐

Local

☐

Regional

☐

National

☐

Media interest

☐
Executive  
interest
☐

GAO/Congressional interest

☐

Other (Specify) \_\_\_\_\_

## 12. DOL Agency involved

☐

SECY

☐

ESA

☐

ETA

☐

ILAB

☐

LMSA

☐

MSHA

☐

OASAM

☐

OIG

☐

OSHA

☐

SOL

☐

ASP

☐

BLS

☐

NCEP

☐

WB

☐

OIPA

☐

Other (Specify) \_\_\_\_\_

Amount of grant or contract (If known)

\$

Amount of subgrant of  
subcontract (If known)

\$

## 13. Persons who can provide additional information (Include custodian of records)

Name

Grade

Position or  
job titleEmployment<sup>1</sup>

Local Address (Street, City, &  
State) or organization, if  
employed and telephone number

---

<sup>1</sup>Enter one of these codes:

U - Unemployed

G-Grantee

C-Contractor

D - DOL

F-Other Federal Employee

P - Program Participant or  
claimant

---

(Complete page 2 of this form)

DL 1-156  
8/83

---

**For Official Use Only** (When filled in)

14. Details of Incident (Describe the Incident)

If more room is needed attach additional sheets.

---

15. Typed name and title of DOL employee

16. Signature of DOL employee

---

17. Copies furnished to:

18. Attachments: (List)



**Southern Georgia Regional Commission  
WorkSource Southern Georgia  
WIOA General Complaint Form**

INSTRUCTIONS: Please fill out Questions 1-6 for a general complaint. This form should be completed and submitted within one hundred and twenty (120) days of the date of the alleged action. Once you have completed the appropriate questions, please sign and date at the end of this form. If you require assistance in completing this form, please contact the Southern Georgia Regional Commission, EO Officer.

Southern Georgia Regional Commission/WorkSource Southern Georgia  
ATTN: Amy Jones, EO Officer  
1725 South Georgia Parkway West, Waycross, GA 31503  
Phone (912) 285-6097 Fax: (912) 285-6126  
Submissions should be sent to: [ajones@sgrc.us](mailto:ajones@sgrc.us)

**1. Complainant Information:**

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home  
Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email  
Address \_\_\_\_\_ Are you a SGRC Employee? ☐ Yes ☐ No

**2. Respondent** (Agency, Employee, or Employer you are making the complaint against):

Name \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**3.** What is the most convenient time for us to contact you about this complaint? \_\_\_\_\_

**4.** Briefly describe, as clearly as possible, your complaint. Attach additional sheets if necessary. Also, attach any written materials pertaining to your complaint.

- a. Please explain the basis of the complaint. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Who was involved? Include witnesses, fellow employees, supervisors, or other. Provide names, addresses, and telephone numbers if known. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Please list the location and date. \_\_\_\_\_  
\_\_\_\_\_

**5.** Were you offered employment services? (if applicable) ☐ Yes ☐ No ☐ N/A

**6.** If you have filed a case or complaint with any other government agency or non-federal entity, please list below:

Agency \_\_\_\_\_ Date filed \_\_\_\_\_  
Case or Docket No. \_\_\_\_\_  
Date of Trial or Hearing \_\_\_\_\_  
Location of Agency or Court \_\_\_\_\_  
Name of Investigator \_\_\_\_\_  
Status of Case \_\_\_\_\_  
Comments \_\_\_\_\_

I certify that the information furnished above is true and accurately stated to the best of my knowledge. I authorize the disclosure of this information to enforcement agencies for the proper investigation of my complaint. I understand that my identity will be kept confidential to the maximum extent possible consistent with applicable law and a fair determination of my complaint.

Complainant Signature \_\_\_\_\_ Date \_\_\_\_\_





## Complaint Information Form

## U.S. Department of Labor Civil Rights Center

### 1. Complainant Information:

State your name and address:

\_\_\_\_\_  
\_\_\_\_\_

Home Number: (    )    -

Work Number: (    )    -

Your telephone number(s):

\_\_\_\_\_

### 2. Respondent Information:

Provide name and address of agency involved:

Telephone Number: (    )    -

3. What is the most convenient time and place for us to contact you about this complaint?

4. To your best recollection on what date(s) did the discrimination take place?

Date of first occurrence:

Date of most recent occurrence:

5. Have you ever attempted to resolve this complaint at the local Level? ☐ No or ☐ Yes

a. Have you been provided with a final decision at the local level regarding your complaint?

☐ No      ☐ Yes

Date of final decision (if any)

b. Have 90 days elapsed since you filed or attempted to file this complaint at the local level?

☐ No      ☐ Yes

Date you filed or attempted to file your complaint at the local level.

6. Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently from you. Also attach any written material pertaining to your case.

**For DOL use only**

CIF Received by CRC: \_\_\_\_\_ Accepted \_\_\_\_\_ Not Accepted

Case Number \_\_\_\_\_

By:

Date:

7. To the best of your knowledge, which of the following Department of Labor programs were involved? (Check one)

- |   |                                      |   |   |
|---|--------------------------------------|---|---|
| <input type="checkbox"/> Workforce Investment Act (WIA) | <input type="checkbox"/> OSHA        | <input type="checkbox"/> Unemployment Insurance | <input type="checkbox"/> New Directions |
| <input type="checkbox"/> Job Training (JTPA)            | <input type="checkbox"/> Job Service | <input type="checkbox"/> Displaced Worker       |   |
| <input type="checkbox"/> MSHA                           | <input type="checkbox"/> WIN         | <input type="checkbox"/> Job Corps              | <input type="checkbox"/> Other: Specify |
| <input type="checkbox"/> Welfare to Work                | <input type="checkbox"/> Youth       | <input type="checkbox"/> Apprenticeship         |   |
|   |                                      | <input type="checkbox"/> Older Americans        |   |

8. Basis of Complaint: Which of the following best describes why you believe you were discriminated against: (Check)

- ☐ Race: Specify
- ☐ Color: Specify
- ☐ Religion: Specify
- ☐ National Origin: Specify
- ☐ Sex: Specify [ ] Male [ ] Female
- ☐ Age: Specify Date of Birth:
- ☐ Disability: Specify
- ☐ Political Affiliation: Specify
- ☐ Citizenship: Specify
- ☐ Reprisal/Retaliation: Specify
- ☐ Other: Specify

9. Do you think the discrimination against you involved: (Check one)

- ☐ Your job or seeking employment?
- or
- ☐ Your using facilities or someone providing/not providing you with services or benefits?

If so, which of the following are involved?

- |  |  |
|--|--|
| <input type="checkbox"/> Hiring                        | <input type="checkbox"/> Harassment            |
| <input type="checkbox"/> Transition                    | <input type="checkbox"/> Access/Accommodation  |
| <input type="checkbox"/> Wages                         | <input type="checkbox"/> Union Representation  |
| <input type="checkbox"/> Job Classification            | <input type="checkbox"/> Union Activity        |
| <input type="checkbox"/> Discharge/Termination         | <input type="checkbox"/> Application           |
| <input type="checkbox"/> Promotion                     | <input type="checkbox"/> Enrollment            |
| <input type="checkbox"/> Training                      | <input type="checkbox"/> Referral              |
| <input type="checkbox"/> Transfer                      | <input type="checkbox"/> Exclusion             |
| <input type="checkbox"/> Qualification/Testing         | <input type="checkbox"/> Placement             |
| <input type="checkbox"/> Grievance Procedure           | <input type="checkbox"/> Benefits              |
| <input type="checkbox"/> Layoff/Furlough               | <input type="checkbox"/> Performance Appraisal |
| <input type="checkbox"/> Recall (From Layoff-Furlough) | <input type="checkbox"/> Discipline/Reprimand  |
| <input type="checkbox"/> Seniority                     | <input type="checkbox"/> Intimidation/Reprisal |
| <input type="checkbox"/> Other: Specify                |  |

10. Why do you believe these events occurred?

11. What other Information do you think is relevant to our investigation?

12. If this complaint is resolved to your satisfaction, what remedies do you seek?

13. Please list below any persons (witnesses, fellow employees, supervisors, or others) that we may contact for additional information to support or clarify your complaint:

[illegible]

14. Do you have an attorney?

☐ Yes ☐ No

If yes, please provide name, address and phone:

Attorney Name	Address	Telephone Number
---------------	---------	------------------

15. Have you filed a case or complaint with any of the following?

- ☐ Civil Rights Division, U S Dept of Justice
- ☐ U S Equal Employment Opportunity Commission
- ☐ Federal or State court
- ☐ Your State or local Human Relations/Rights Commission

16. For each item checked in #15 above, please provide the following Information:

Agency:  
Data Filed:  
Case or Docket Number  
Date of Trial or Hearing:  
Location of agency or court  
Name of Investigator:  
Status of Case:  
Comments:

17. Sign (Complaint NOT VALID unless signed)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**U.S. Department of Labor, Civil Rights Center**  
**NOTICE ABOUT INVESTIGATORY USES OF PERSONAL INFORMATION**

Two Federal laws govern personal information to Federal agencies, including the Civil Rights Center (CRC), the Privacy Act of 1974, (5 U.S.C. 552) and the Freedom of Information Act (5 U.S.C. 552) or "FOIA". Please read the description of how these laws apply to information connected with your complaint. After reading this notice, please sign and return the consent agreement printed on the back of this notice, along with your complaint form.

The PRIVACY ACT protects individuals from misuse of personal information held by the Federal Government. The law applies to records that are kept and can be located by the individual's name, social security number, or other personal identification system. Anyone who submits information to CRC in connection with a discrimination complaint should know the following:

- CRC has been authorized to investigate complaints of discrimination on the basis of race, color, national origin, age, and handicap and in some programs on the basis of sex, religion, citizenship, and political affiliation or belief, in programs that receive Federal funds through the Department of Labor, CRC is also authorized to conduct reviews of federal funded program to assess their compliance with civil rights laws.
- Information that CRC collects is analyzed by authorized personnel with CRC. This information may include personnel or program participant records, and other personal information. CRC staff may want to reveal some of the personal information to individuals outside the office in order to verify facts related to the complaint, or to discover new facts which will help CRC determine whether the law has been violated. Such information could include, for example, the physical condition or age of a complainant. CRC may also have to reveal personal information to a person who submits a request for disclosure authorized by the Freedom of Information Act.
- Information submitted to CRC may also be revealed to persons outside of CRC because it is necessary in order to complete enforcement proceedings against a program that CRC finds to have violated the law or regulations. Such information could include, for example, the name, income, age, marital status or physical condition of the complainant.
- Any personal information you provide may be used only for the specific purpose for which it was requested. CRC requests personal information only for the purpose of carrying out authorized activities to enforce, and determine compliance with, civil rights laws and regulations. CRC will not release personal information to any person or organization unless the person who submitted the information gives written consent, or unless release is required by the Freedom of Information Act.
- No law requires that a complainant reveal personal information CRC, and no action will be taken against a person who denies CRC's request for personal information. However, if CRC cannot obtain the information needed to fully investigate the allegations in the complaint, CRC may close the case.
- Any person may ask for, and receive, copies of all personal materials CRC keeps in his or her file for investigatory use.

AS A POLICY, CRC DOES NOT REVEAL NAMES AND OTHER IDENTIFYING INFORMATION ABOUT INDIVIDUALS UNLESS IT IS NECESSARY TO COMPLETE INVESTIGATION OR ENFORCEMENT ACTIVITIES AGAINST A PROGRAM WHICH HAS VIOLATED THE LAW. CRC never reveals to the program under investigation the identity of the person who filed the complaint, unless the complainant first gave CRC written permission to do so.

The FREEDOM OF INFORMATION ACT (FOIA) gives the public maximum access to Federal government files and records. Persons can request and receive information from many types of records kept by the Federal government-not just materials that apply to them personally. The Civil Rights Center must honor most requests for information submitted under FOIA, but there are exceptions.

- CRC is usually not required to release information during an investigation or an enforcement proceeding if that release would limit CRC's ability to do its job effectively; and
- CRC can refuse to disclose information if release would result in a "clearly unwarranted invasion" of a person's privacy.

PLEASE READ AND SIGN SECTION A OR SECTION B OF THE CONSENT FORM PRINTED ON THE BACK OF THIS NOTICE, AND RETURN IT TO THE CIVIL RIGHTS CENTER WITH YOUR SIGNED COMPLETED COMPLAINT INFORMATION FORM.

## CONSENT FORM

I have read the Notice about Investigatory Uses of Personal Information, printed on the front of this form. I understand the following provisions of the Privacy Act and Freedom of Information Act, which apply to personal information I reveal to the Civil Rights Center in connection with my complaint:

In the course of investigating my complaint, CRC may have to reveal my identity to staff of the program named in my complaint in order to obtain facts and evidence regarding my complaint;

I do not have to reveal any personal information to CRC, but CRC may close my complaint if I refuse to reveal information needed to fully investigate my complaint;

I may request and receive a copy of any personal information CRC keeps in my complaint file for investigatory uses; and

Under certain conditions, CRC may be required by the Freedom of Information Act to reveal to others personal information I have provided in connection with my complaint.

### SECTION A

☐ YES, CRC MAY DISCLOSE MY IDENTITY IF NECESSARY TO INVESTIGATE MY COMPLAINT. I have read and understand the notice, and I consent for CRC to disclose my identity during investigation of my complaint.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

### SECTION B

☐ NO, CRC MAY NOT DISCLOSE MY IDENTITY, EVEN IF NECESSARY TO PROCESS MY COMPLAINT. I have read and understand the notice, and I do not consent for CRC to disclose my identity during investigation on of my complaint. I request that CRC process my complaint, however, I understand that CRC may cancel my complaint if it cannot fully investigate without disclosing my identity. I also understand CRC may close my complaint if it cannot begin an investigation because I have not consented for CRC to reveal my identity.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Persons are not required to respond to a collection of information unless it displays a currently valid OMB control number. Completing this form is voluntary; however, the requested information must be provided in order to file a complaint of discrimination. The Department of Labor's Civil Rights Center will use the information to investigate your complaint of discrimination. The estimated average response time to complete this form is 15 minutes per response. Send comments regarding this estimate or any other aspects of this collection of information to the U.S. Department of Labor, Office of the Assistant Secretary for Administration and Management, Civil Rights Center, Room N-4123, Washington, D.C. 20210. Please reference OMB control number 1225-0077.



## Hoja de Información sobre Queja

U.S. Department of Labor- Civil Rights Center  
Departamento del Trabajo de los Estados Unidos  
Centro de Derechos Civiles

### 1. Información sobre el querellante:

Indique su nombre y dirección:

Su Número de teléfono(s):

Residencia: Número y código de área

Trabajo: Número y código de área

Número de Seguro Social

(Revelar su Número de Seguro Social es voluntario)

### 2. Información sobre el demandado:

Provea el nombre y dirección de la  
Agencia contra quien usted se queja:

Número de teléfono(s):

Número y código de área

3. ¿Cuál es el lugar y la hora más conveniente para comunicarnos con usted respecto a esta queja?

4. Según usted recuerda, ¿en qué fecha(s) ocurrió la acción discriminatoria?

Fecha de la primera vez:

Fecha más reciente de la acción discriminatoria:

**For DOL use Only (Para uso de DOL solamente)**

**CIF Received by CRC: \_\_\_\_\_ Accepted \_\_\_\_\_ Not Accepted**

**Case**

**Number \_\_\_\_\_**

**By:**

**Date:**

**OMB Control Number 1225-0077 Exp. Date 5/31/2011 DL 1-2014a (Rev. 6/87)**

**5. ¿Ha intentado usted solucionar su queja a nivel local?**

**No o Si**

**a. ¿Le han provisto con una decisión final sobre su queja?**

**No o Si**

**Fecha de la decisión final (si hubo alguna)**

**b. ¿Han transcurrido 90 días desde que usted sometió o intentó radicar esta querrella a nivel local?**

**No o Si**

**Fecha en que usted sometió o intentó radicar esta querrella a nivel local**

**6. Explique clara y brevemente qué ocurrió y cómo se discriminó contra usted. Indique las personas envueltas. Asegúrese de indicar de qué manera otras personas han sido tratadas diferente a usted. También puede anejar cualquier material escrito relacionado a su caso.**

**7. A su mejor entender, ¿cuál de los siguientes programas del Departamento del Trabajo esta relacionado con su queja? (seleccione uno):**

- \_ Ley de Inversión de la Fuerza Trabajadora (Workforce Investment Act o WIA)**
- \_ Envejecientes (Older Americans)**
- \_ Aprendizaje (Apprenticeship)**
- \_ Nuevas Direcciones (New Directions)**
- \_ Adiestramiento en el Trabajo (Job Training JTPA)**
- \_ Seguridad y Salud en Minas (MSHA)**
- \_ Bienestar Hacia Trabajo (Welfare to Work)**
- \_ Seguridad y Salud Ocupacional (OSHA)**
- \_ Servicio de Empleo (Job Service)**
- \_ W.I.N.**
- \_ Jóvenes (Youth)**
- \_ Seguro por Desempleo (Unemployment Insurance)**
- \_ Trabajadores Desplazados (Displaced Worker)**
- \_ Cuerpo de Capacitación de Jóvenes (Job Corps)**
- \_ Otro: Especifique**

**8. Bases para su queja: ¿Cuál de las siguientes razones describe mejor el acto discriminatorio contra usted? (Seleccione):**

- ☐ **Raza: Especifique**
- ☐ **Color: Especifique**
- ☐ **Religión: Especifique**
- ☐ **Origen Nacional: Especifique**
- ☐ **Sexo: Especifique [ ] Masculino [ ] Femenino**
- ☐ **Edad: Especifique Fecha de Nacimiento:**
- ☐ **Discapacidad: Especifique**
- ☐ **Afiliación Política: Especifique**
- ☐ **Ciudadanía: Especifique**
- ☐ **Represalia/Intimidación: Especifique**
- ☐ **Otro: Especifique**

**9. ¿Cree usted que la acción discriminatoria contra usted estuvo relacionada con (Escoja uno):**

- ☐ **Su trabajo o búsqueda de empleo?**  
**O**
- ☐ **El uso de las facilidades o alguien proveyéndole/no proveyéndole a usted servicios o beneficios?**

**Si es así, cuál de las siguientes situaciones está(n) envuelta(s)?**

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Reclutamiento de empleo</b>          | <input type="checkbox"/> <b>Hostigamiento</b>           |
| <input type="checkbox"/> <b>Transición</b>                       | <input type="checkbox"/> <b>Acceso/Acomodo</b>          |
| <input type="checkbox"/> <b>Salario/sueldo</b>                   | <input type="checkbox"/> <b>Representación de Unión</b> |
| <input type="checkbox"/> <b>Clasificación de empleo</b>          | <input type="checkbox"/> <b>Actividad de Unión</b>      |
| <input type="checkbox"/> <b>Despido/Suspensión</b>               | <input type="checkbox"/> <b>Solicitud</b>               |
| <input type="checkbox"/> <b>Promoción</b>                        | <input type="checkbox"/> <b>Matrícula</b>               |
| <input type="checkbox"/> <b>Adiestramiento</b>                   | <input type="checkbox"/> <b>Referimiento</b>            |
| <input type="checkbox"/> <b>Transferencia</b>                    | <input type="checkbox"/> <b>Exclusión</b>               |
| <input type="checkbox"/> <b>Credenciales/Exámenes</b>            | <input type="checkbox"/> <b>Asignación/colocación</b>   |
| <input type="checkbox"/> <b>Procesamiento de quejas</b>          | <input type="checkbox"/> <b>Beneficios</b>              |
| <input type="checkbox"/> <b>Suspensión/licencia</b>              | <input type="checkbox"/> <b>Evaluación de trabajo</b>   |
| <input type="checkbox"/> <b>Revocación (suspensión/licencia)</b> | <input type="checkbox"/> <b>Disciplina/Reprimenda</b>   |
| <input type="checkbox"/> <b>Antigüedad</b>                       | <input type="checkbox"/> <b>Intimidación/Represalia</b> |
| <input type="checkbox"/> <b>Otro: Especifique</b>                |   |

**10. ¿Por qué cree usted que aconteció esta(s) acción(es) discriminatoria?**

**11. ¿Qué otra información cree usted es relevante a nuestra investigación?**



**12. ¿Qué remedios desea usted para considerar esta queja solucionada satisfactoriamente?**

**13. Favor de indicar cualquier persona(s) (sea testigo, compañero de trabajo, supervisores, u otros) con quien debemos comunicarnos para obtener información adicional sobre su queja:**

<b>Nombre</b>	<b>Dirección</b>	<b>Número de Teléfono</b>
---------------	------------------	---------------------------

**14. ¿Tiene usted un abogado?**

**Sí o No**

**Si es así, provea el nombre, dirección y teléfono:**

<b>Nombre del abogado</b>	<b>Dirección</b>	<b>Número de Teléfono</b>
---------------------------	------------------	---------------------------

**15. ¿Ha sometido usted alguna querella o queja con alguna de las siguientes entidades?**

- \_ División de Derechos Civiles del Departamento Federal de Justicia  
(Civil Rights Division, U. S. Dept. of Justice)**
- \_ Comisión Federal de Igualdad de Oportunidad en el Empleo  
(U. S. Equal Employment Opportunity Commission)**
- \_ Corte Estatal o Federal (Federal or State Court)**
- \_ Comisión Estatal de Derechos/ Relaciones Humanas  
(State or Local Human Relations/Rights Commission)**

**16. Para cada entidad identificada arriba en la pregunta # 15, provea la siguiente información:**

**Agencia:**

**Fecha al radicar la querella:**

**Número asignado a querella:**

**Fecha del juicio o vista:**

**Localización de agencia o corte:**

**Nombre del Investigador:**

**Estatus del Caso o condición legal:**

**Comentarios:**

**17. Firma (ESTA QUEJA NO ES VALIDA SIN SU FIRMA)**

**Nombre**\_\_\_\_\_

**Fecha**\_\_\_\_\_

**Departamento del Trabajo  
Centro de Derechos Civiles**

**Notificación Sobre Uso de Información Personal**

**Hay dos leyes que gobiernan el uso de información personal sometida por un ciudadano a una agencia federal, incluyendo el Centro de Derechos Civiles (CRC): la Ley de Privacidad (Privacy Act, 5 U.S.C. 552), y la Ley de Libertad de información (Freedom of Information Act, 5 U.S.C. 552). La siguiente información le ayuda a entender mejor estas leyes. Por favor, lea esta Notificación, luego firme y devuelva el formulario adjunto.**

**LA Ley de PRIVACIDAD protege al individuo contra el uso incorrecto de información personal en manos del Gobierno Federal. La Ley aplica a documentos que son mantenidos y que pueden ser identificados a base del nombre de la persona, número de seguro social o algún otro sistema de identificación personal. Las personas que sometan información al Centro de Derechos Civiles deben saber lo siguiente:**

**El Centro de Derechos Civiles está autorizado a investigar quejas de discriminación por razón de raza, color, origen nacional, edad e impedimento físico, y en algunos casos por razón de sexo, religión, ciudadanía, y afiliación política, en programas que reciben fondos Federales del Departamento del Trabajo. El Centro de Derechos Civiles está también autorizado a conducir inspecciones de programas que reciben fondos Federales para determinar si estos programas están cumpliendo con las leyes de derechos civiles.**

**La información recopilada por el Centro de Derechos Civiles es analizada por personal autorizado. Esta información puede incluir documentos sobre los empleados o sobre los participantes o sobre cualquier otro tipo de información personal. En el transcurso de una investigación, el personal de CRC puede tener la necesidad de revelar parte de esta información a personas fuera de la Agencia. La información revelada puede incluir, por ejemplo, datos sobre la condición física o la edad de la persona. CRC puede tener la necesidad de proporcionar parte de la información personal que posee a cualquier persona que lo solicite bajo los derechos provistos por la Ley de Libertad de información.**

**CRC también puede tener la necesidad de proporcionar la información que posee a otras personas fuera de la oficina que estén envueltas en procedimientos contra una agencia o programa. Esto puede incluir información sobre ingreso, edad, estado civil, o condición física del querellante.**

**Toda información personal provista se puede usar ÚNICAMENTE con el propósito por el qué fue solicitada. La información ha de usarse en actividades relacionadas con el cumplimiento e implementación de las leyes de derechos civiles. CRC no proveerá la información a ninguna otra organización o personas a menos que la persona que proveyó la información lo autorice por escrito, o a menos que la información sea solicitada bajo la Ley de Libertad de Información. Ninguna ley obliga al querellante a proporcionar información personal a CRC, y no se le penalizará si rehusa proporcionar a CRC esta información. Sin embargo, si el CRC no logra obtener la información necesaria para investigar la alegación de discriminación, es posible que la investigación tenga que ser cerrada.**

**Cualquier persona puede solicitar y puede obtener copia del material personal que el CRC mantiene sobre dicha persona en sus archivos**

**COMO NORMA, EL CENTRO DE DERECHOS CIVILES NO REVELA EL NOMBRE U OTRO DATO QUE PUEDA IDENTIFICAR A UN INDIVIDUO A MENOS QUE ESTO SEA NECESARIO PARA COMPLETAR UNA INVESTIGACION O PARA POCEDER CON MEDIDAS DE IMPLANTACION CONTRA UN PROGRAMA QUE HAYA VIOLADO LA LEY. CRC no revelará la identidad del querellante a una agencia que esté siendo investigada a menos que el querellante lo autorice por escrito.**

**LA LEY DE LIBERTAD DE INFORMACION proporciona al público máximo acceso a los archivos y documentos del Gobierno Federal. Las personas pueden solicitar y obtener información de varios tipos y de distintas categorías de documentos mantenidos por el gobierno en adición a material de información personal. El Centro de Derechos Civiles deberá honrar solicitudes de información sometidas bajo la ley de Libertad de información, excepto en las siguientes situaciones:**

**CRC normalmente no está obligado a divulgar ciertos documentos durante una investigación o procedimientos de implantación si esto afecta la habilidad de CRC de cumplir con sus responsabilidades; y, CRC puede rehusar divulgar información si esto constituye una "invasión de privacidad," claramente innecesaria.**

**FAVOR DE LEER Y FIRMAR LA SECCION A, O LA SECCION B DE ESTA FORMA. DEVUELVALA AL CENTRO DE DERECHOS CIVILES CON LA FORMA DE INFORMACION SOBRE QUERELLA/QUEJA.**

No se requiere que ninguna persona responda a una recopilación de información a menos que se exhiba un número de control de OMB valido y actualizado. Completar este formulario es voluntario; sin embargo, la información requerida debe ser provista para poder radicar una querella o queja por discriminación. El Centro de Derechos Civiles del Departamento del Trabajo utilizará la información para investigar su querella por discriminación. El tiempo promedio que se ha estimado para completar este formulario es de 15 minutos por respuesta. Envíe sus comentarios en referencia a este estimado o cualquier otro aspecto sobre esta recopilación de información al Departamento del Trabajo Federal, Oficina del Asistente del Secretario para Administración y Gerencia, Centro de Derechos Civiles, Oficina N-4123, Washington, DC 20210. Favor de referirse al número de control de OMB 1225-0077.

## **CONSENTIMIENTO PARA EL USO DE INFORMACION PERSONAL**

**He leído y entendido la Notificación Personal que me ha provisto El Centro de Derechos Civiles (CRC). Dicha notificación describe las disposiciones aplicadas a la Ley de Privacidad (Privacy Act) y la Ley de Libertad de Información (Freedom of Information Act).**

- **Durante el transcurso de la investigación, CRC puede verse en la necesidad de revelar mi identidad a personas de la agencia que está siendo investigada;**
- **No estoy obligado(a) a proveerle a CRC información personal, pero mi queja puede ser cerrada si me niego a proveer información necesaria para investigar la misma;**
- **Puedo solicitar y obtener una copia de cualquier información personal que el CRC mantenga en mi expediente; y, bajo ciertas circunstancias, la información personal que yo haya provisto a CRC se puede divulgar bajo la Ley de Libertad de Información.**

### **SECCION A**

☐ **SÍ**

**Sí, CRC PUEDE REVELAR MI IDENTIDAD SI ES NECESARIO PARA LA INVESTIGACION DE MI QUEJA. He leído y entendido la Notificación Sobre Uso de Información Personal que me ha provisto el CRC.**

### **SECCION B**

☐ **NO, NO DOY MI CONSENTIMIENTO A EL CRC PARA DIVULGAR MI IDENTIDAD DURANTE LA INVESTIGACION DE MI QUEJA. Deseo que mi identidad se mantenga en confidencia durante la investigación; no obstante entiendo que si CRC determina que mi consentimiento es necesario para completar la investigación, puede cerrar mi queja/querella si me niego a darlo.**

**FIRMA** \_\_\_\_\_

**FECHA** \_\_\_\_\_

# Discrimination Complaint Log

## Georgia LWDA#18

July 1, 20xx through June 30, 20xx

Date of Complaint Receipt	Complainant's Name	Complainant's Address	Complainant's Phone Number	Complainant's Alternate Phone	Complainant's Email	Basis of Complaint	Detailed Description of the Allegation	Date of Last Alleged Event of Discrimination	Program Area Representative(s) against whom Complaint is being filed (Respondent)	Status of Complaint	Location of Program Area



Policy/Procedure #: **18-011-300**

Policy Name: **WIOA Adult & Dislocated Worker Priority of Service**

Effective Date: **07/11/2015**

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### **Statement of Purpose**

The purpose of career and training services is to provide eligible customers with the means to obtain the necessary skills to become gainfully employed or re-employed. This policy is intended to define and establish parameters for the priority of service with WIOA Title I Adult & DW funds.

### **Background**

The Workforce Investment Act (WIA) required that if funds allocated to a local area for adult employment and training activities were limited, priority of service was to be provided to recipients of public assistance and other low-income individuals for intensive services and training services.

The Workforce Innovation and Opportunity Act (WIOA) made several changes to the priority of service requirement by adding individuals who are basic skills deficient as a priority population, changing intensive services to career individualized services, and removing the provision stating priority of service is only applied if funding is limited. WIOA Public Law 113-128, Sections 3 and 134.

### **Priority of Service**

Priority for career and training services funded with WIOA Title I Adult & DW funds shall be given to recipients of public assistance, other low-income individuals and individuals who are basic skills deficient, as well as any covered person (as defined in LWDA #18 Veterans Priority of Service Policy) under the Veterans' priority, in the local area. Thus, the following sequence of services priority will apply:

First priority will be provided to recipients of public assistance, other low-income individuals (including those that are unemployed) and individuals who are basic skills deficient in the local area who are covered person with respect to Veterans' priority;

Second priority will be provided to recipients of public assistance, other low-income individuals (including those that are unemployed) and individuals who are basic skills deficient in the local area;

Third priority will be covered person with respect to the Veterans' priority (these covered persons not considered to be recipients of public assistance or low-income);

Fourth priority will be provided to serve the working poor. Working poor are those employed persons who have not yet achieved self-sufficiency (as defined by local policy – at or below 200% of poverty).

The above poverty requirements do not necessarily mean that only recipients of public assistance and other low-income individuals can receive WIOA adult and DW funded career and training services. LWDB's may serve other eligible individuals who are not low-income after first serving eligible individuals who meet the established priority selection criteria. Unemployed individuals may be considered low-income individuals.

### **Approvals**

WDB Approved

09/09/2015

Policy/Procedure #: **18-011-400**

Policy Name: **WIOA Priority of Service Policy for Veterans & Eligible Spouses**

Effective Date: **07/01/2015**

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A veteran who is eligible or spouse of an eligible veteran who is entitled to receive priority of service is a person who has served at least one day in the active military, naval, or air service, and who was discharged or released from service under any condition other than a condition classified as dishonorable is a covered person. This definition includes Reserve units and National Guard units activated for Federal Service.

In accordance with the Jobs for Veterans Act (P. L. 107-288) and its corresponding regulations (20 CFR Part 1010) that specify that there be a priority of service for veterans and eligible spouses in any workforce preparation, development, or delivery program or service directly funded in whole or in part, by the U.S. Department of Labor.

Veterans and eligible spouses are identified as covered persons and are entitled to priority over non-covered persons for employment, training and placement services, the following procedures will be followed:

Staff of the local comprehensive One-Stop centers will be provided timely information about the implementation of the priority of service policies and procedures for veterans and eligible spouses. Training will be provided in staff meetings at the One Stop and in One Stop partner meetings. These services will be delivered as follows:

- a) Upon accessing the One Stop System, information will be collected from customers to determine veteran/eligible spouse status;
- b) Services that do not entail eligibility determination will be provided upon request;
- c) Individuals who identify themselves as covered persons will be served prior to non-covered persons and must meet all eligibility and program requirements, where they exist;
- d) Individuals who identify themselves as covered persons will not be required to verify their status as veterans or eligible spouses at the point of service entry, unless they immediately undergo eligibility determination and formal enrollment into a program; if the individual does not have proper documentation of status as a covered person at that time, it is appropriate to give the customer priority, enroll him or her for the service and then request documentation of status. Note that documentation of status should be obtained for all covered customers receiving intensive or training services;
- e) Posters will be displayed indicating that priority of service will be provided to covered persons to eliminate any concern by non-covered persons if a covered person is served first. These posters will be available in English and Spanish;
- f) Brochures will be utilized that provide additional resources available to this population;
- g) Where resources are limited, the covered person will receive access prior to the non-covered person;
- h) WIOA program-eligible veterans and eligible spouses who meet mandatory or spending priorities, or who meet the area's applicable income eligibility requirements must receive the highest level of priority of service;

- i) WIOA program-eligible individuals who are not covered persons who meet mandatory spending priorities, or who meet the area's income eligibility requirements receive the second level of priority of service;
- j) Veterans and eligible spouses outside the program-specific mandatory priority or spending requirements receive the third level of priority of service
- k) Non-covered persons outside the program specific mandatory priority or spending requirements receive the fourth level of priority of service; and
- l) When a waiting list for services exists, veterans and eligible spouses will be selected first to receive the service, provided the covered person has been determined eligible and is qualified for the service; however, when a non-covered person is already receiving a service, a veteran or eligible spouse who is identified subsequently should not displace that non-covered person receiving the service.

Appropriate documentation of an individual's status as a covered person is as follows:

- A. A DD214 (Discharge Papers and Veterans Separation Documents)
- B. An official notice issued by the Department of Veterans Affairs establishing entitlement to a disability rating or award of compensation to a qualified dependent
- C. An official notice issued by the Department of Defense that documents veteran status or spousal rights
- D. An official notice issued by a state veterans' service agency that documents veteran status or spousal rights
- E. Eligible spouses whose eligibility is based on the disability of a living veteran spouse should obtain the relevant documentation from the U. S. Department of Veterans Affairs.

Local area will work cooperatively with Wagner-Peyser, Regional Veteran's Employment Representatives (RVERs) and Disabled Veterans Outreach Program (DVOP) specialists to encourage additional referrals to the WIOA programs.

Local area one stop staff and service providers will conduct outreach activities. All resources, (i. e., posters, brochures, printed materials to mail or email), will be utilized to integrate the services between Career Center staff and WIOA staff. Meetings will be held as needed between WIOA and Career Center staff to address concerns, best practices, and potential enhancements to service integration.

### **Approval/Changes**

*Southern Georgia WIB Approved 06/04/2013*

*Revised for WIO References 07/01/2015*



# Veteran/Eligible Spouse Priority of Service Information

Customer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**If you think you may qualify to receive Veteran/Eligible Spouse Priority of Service, please complete this form and turn it in when you meet with staff. You must meet at least one definition below to qualify for Veteran/Eligible Spouse Priority of Service.**

**Are you a veteran as defined below?** YES ☐ NO ☐

**Veteran:** A person who served at least one day in the active military, naval or air service, and who was discharged or released there under conditions other than dishonorable. Active service includes full-time Federal service in the National Guard or a Reserve component. The definition of "active service" does not include full-time duty performed strictly for training purposes (i.e., that which is often referred to as "weekend" or "annual" training), nor does it include full-time active duty performed by National Guard personnel who are mobilized by State rather than Federal authorities.

**Are you an eligible spouse as defined below?** ☐ YES ☐ NO

**Spouse:** A spouse of any one of the following individuals:

- A veteran who died of a service-connected disability
- A member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
  - A. Missing in action
  - B. Captured in line of duty by a hostile force
  - C. Forcibly detained or interned in the line of duty by a foreign government or power
- A veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs
- A veteran who died while a total service-connected disability as evaluated by the Department of Veterans Affairs was in existence

**Please complete the section below:**

**1) Seeking services for: Mark all that apply**

\_\_\_\_\_ Registering for employment services  
\_\_\_\_\_ Applying for Unemployment Insurance  
\_\_\_\_\_ Seeking labor market information

\_\_\_\_\_ Need questions answered  
\_\_\_\_\_ Seeking job referrals to job openings  
\_\_\_\_\_ Other \_\_\_\_\_

**2) Additional services needed: Mark all that apply**

\_\_\_\_\_ Career guidance assistance  
\_\_\_\_\_ Shelter/housing referral & information  
\_\_\_\_\_ Job development assistance

\_\_\_\_\_ Retraining assistance and information  
\_\_\_\_\_ Request for military documents  
\_\_\_\_\_ Referral to community assistance



GEORGIA  
DEPARTMENT OF LABOR

**Equal Opportunity Employer/Program**

**Auxiliary Aids & Services Available Upon Request to Individuals with Disabilities**

## Chapter 2: Services and Activities

### 2.0 Services and Activities

WIOA removed the sequence of service requirement established under WIA, which required that an individual complete an intensive service before receiving training services. Other than a determination of need made using an employment plan, there is no requirement that additional career services be provided before an individual enrolls in training. If it is determined that individuals are in need of training consistent with WIOA §134(c)(3), then they may be placed in training services. WIOA establishes two levels of employment and training services for adults and dislocated workers: career services and training services.

### 2.1 Career Services

Career services for adults and dislocated workers must be available in each LWDA. There are three types of career services, as identified in §678.430 of the NPRMs: Basic career services; Individualized career services; and Follow-up services.

- **Basic Career Services**, which are available to all individuals without regard to program-specific eligibility.
- **Individualized Career Services**, which are available to individuals who meet the program-specific eligibility requirements and who need additional support beyond the basic career services level.
- **Follow-Up Services**, which are provided to individuals who were enrolled as participants in a specific program and obtained employment as a participant in the program.

### 2.2 Basic Career Services

Basic Career Services must be made available and, at a minimum, must include the following services, as consistent with allowable program activities and federal cost principles:

Basic Career Services	
➤	Eligibility determination for assistance from Adult, Dislocated Worker or Youth programs;
➤	Outreach, intake and orientation to information & other services available through the one-stop delivery system;
➤	Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
➤	Labor exchange services – <ul style="list-style-type: none"> <li>▪ Job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information regarding in-demand industry sectors and occupations;</li> <li>▪ Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the one-stop system;</li> </ul>

- Referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, relating to local, regional, and national labor market areas including –
  - Job vacancy listings
  - Information on job skills necessary to obtain job listings
  - Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- Performance information and program cost information on eligible providers of training services by program type and provider;
- Performance information for the local area as well as the area's one-stop delivery system;
- Availability of supportive services or assistance, and appropriate referrals to those services and assistance;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education program not provided under WIOA, including HOPE and PELL; **AND**
- Information and assistance regarding filing claims under UI programs

### 2.3 Individualized Career Services

Individualized Career Services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. In accordance with TEGL 3-15, individuals must be declared eligible to receive these services. These include the following services; as consistent with WIOA requirements and federal cost principles:

Individualized Career Services
<ul style="list-style-type: none"> <li>➤ Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include –               <ul style="list-style-type: none"> <li>▪ Diagnostic testing and use of other assessment tools; and</li> <li>▪ In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;</li> </ul> </li> <li>➤ Development of an individual employment plan (IEP), to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his/her employment goals, including the list of, and information about, eligible training providers;</li> <li>➤ Group counseling;</li> <li>➤ Individual counseling and mentoring;</li> <li>➤ Career planning (e.g. case management);</li> <li>➤ Short-term vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;</li> </ul>

Pre-vocational services may include services that:

- Prepare individuals for licensing or certification exams
- Enhances the employability of individuals who already possess occupational skills in demand but lack up-to-date skills or certification/credentials required in most workplaces hiring for the occupation.

Examples of pre-vocational services include, but are not limited to: nursing license exam courses and computer skills training to enhance employability when individuals already possess a set of core occupational skills but do not have the technology skills required. Short term is defined as less than 120 clock hours.

Additionally, documentation procedures are outlined below:

- A review of assessment results, customer interests, and work experience should support the need for the services and should be documented in the IEP maintained in the WorkSource Portal.
- If the service/training is not available through an approved course on the ETPL, small purchase competitive procurement should be used to purchase the services. Three price quotes or bids indicating the name of course, number of instruction hours, instructional fee, cost of curriculum materials, credential information, exam fee and school withdrawal/refund policy must be obtained. A printout of a web page will suffice. The provider with the lowest price quote or bid will be selected to provide the pre-vocational service. If the vendor who submitted the lowest bid is not selected, justification for choosing a higher bid must be documented for reasons such as: distance, starting dates, schedule prohibits attendance at instructional hours, etc.

- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

## **2.4 Follow-Up Services**

Follow-up services must be made available, as appropriate, including counseling regarding the workplace, for participants in adult or dislocated worker activities and all Youth participants, who are placed in unsubsidized employment for a minimum of 12 months after the first day of employment.

### **Follow Up Services**

- Case managers should contact the participant at least once a quarter to check in with participants who have obtained unsubsidized employment to see if they need assistance in job retention, wage gains, and career progress. Follow-up needs of the participant must be documented in case notes and on the follow-up tab in the WorkSource Portal.

- Appropriate follow-up services may vary among different participants; for example, participants with multiple employment barriers and limited work histories may need significant follow-up services to ensure long-term success in the labor market including program funded supportive services. Others may identify an area of weakness in WIOA training that may affect their ability to progress further in their occupation or to retain employment.
- Follow-Up Services could include but are not limited to:
  - Additional career planning and counseling;
  - Contact with the participant's employer, including assistance with work related problems that may arise
  - Peer support groups;
  - Information about additional educational opportunities; and
  - Referral to supportive services available in the community.

Financial assistance such as needs-related payments are not an allowable follow-up service.

Follow-up activities are conducted to ensure positive outcomes and to give credit for outcomes. Obtaining supplemental data to determine if the individual is employed in the 4 calendar quarters following exit to unsubsidized employment is a follow-up activity. Follow-up must actually occur during the quarter being recorded and be documented in the follow-up tab in the WorkSource Portal.

As per USDOL Common Measures policy (TEGL 17-05, dated 2/17/06), allowable sources of supplemental information for tracking employment-related outcomes include case management notes, automated data base systems, documented contacts with employers, and participant surveys. LWDAs must keep in mind that all supplemental data and methods are to be documented and are subject to audit.

## **2.5 Training Services**

Training services are provided to equip individuals to enter the workforce and retain employment. WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay training costs, or who require assistance beyond that available under grant assistance from other sources to pay training costs and related support services.

### **Training Services**

Training services may be made available to adults and dislocated workers who:

- Are determined, after a determination of need is made using an employment plant to:
  - Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
  - Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
  - Has the skills and qualification to successfully participate in the selected program of training services.

- Participants must have selected a program of training services that is directly linked to occupations that are on the LWDA's in-demand occupation list, or are on the in-demand occupations list for another LWDA to which an adult or dislocated worker is will to commute or relocate; or are on the OWD in-demand occupations list.
- WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay training costs, or who require assistance beyond that available under grant assistance from other sources to pay training costs and related support services.

## **2.6 Occupational Skills Training**

<b>Occupational Skills Training – Individual Training Accounts (ITAs)</b>	
<b>Occupational Skills Training</b> Individual Training Accounts (ITAs)	<p>Individual Training Accounts (ITAs) are established on behalf of the participant. WIOA Title IB Adult, Dislocated Worker and youth participants will use ITAs to purchase training services from eligible providers in consultation with the case manager, counselor or coordinator.</p> <p>ITAs may be made available to employed and unemployed adults and dislocated workers who have met the eligibility requirements for Intensive services, and have been determined to be unable to obtain or retain employment leading to self-sufficiency through such services.</p> <p>The participant must have a completed IEP that indicates, through interview, evaluation or assessment, the participant's employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals have been identified.</p> <p>Selection of a training program must include the identification that the training is directly linked to occupations that are in demand in the LWDA, or in another area to which an adult or dislocated worker is willing to relocate. In determining local demand occupation(s), LWDA's may allow for training in occupations that may have high potential for sustained demand or growth in the LWDA.</p>
<b>ITA Limitations</b>	
<p>ITAs are limited to participants who (20 CFR § 680.230):</p> <ul style="list-style-type: none"><li>➤ Are unable to obtain grant assistance from other sources (including Federal Pell and other federal grants) to pay the cost of their training; or</li><li>➤ Require assistance beyond that available under grant assistance from other sources (including federal Pell, GI Bill and other federal grants) to pay the cost of their training. In making this determination, LWDA staff may take into account the full cost of participating in training services, including the cost of support services and other appropriate costs.</li><li>➤ Service providers and training providers must coordinate funds available and make funding arrangements with partner agencies and other entities so that WIOA ITA funds supplement Pell and other grant sources to pay for the cost of training (see D. re: Cost of Attendance).</li><li>➤ Participants may enroll in ITA funded training while their application for a Pell Grant is pending provided that the service provider has made arrangements with the training provider and the participant regarding the allocation of the Pell Grant, if it is subsequently awarded. If a Pell Grant is awarded, the training provider must reimburse the service provider the ITA funds used to underwrite the tuition portion of the training costs from the PELL Grant.</li><li>➤ Program operators should consider all available sources of funds, excluding loans, in determining an individual's overall need for WIOA funds. Resources such as PELL, GI Bill and other federal grants should not be included in calculations of the level of WIOA assistance until the grant has been awarded.</li></ul>	

Tuition is the sum charged for instruction and does not include fees, books, supplies, equipment and other training related expenses. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the participant for education-related expense.

### **ITA Payments**

ITAs are designed to identify WIOA funded costs associated with the training cost of attendance. The cost of attendance may include tuition, fees, room and board, books, supplies, and other training related costs required for participation in a specific training program.

The ITA identifies the WIOA obligation for the participant and the participant will be able to access information about the account from the service provider. Each service provider is responsible for maintaining an ITA payment system which ensures that payments made to eligible providers are timely, for the agreed upon amount, ensuring that the provider is on the EPL at time of payment and that the payments are supported by appropriate documentation.

Training related costs required for participation in a training program include, but are not limited to:

- Tools and supplied necessary to participate in training;
- Uniforms and shoes/boots;
- Drug tests, physicals, eye exams, immunizations;
- Background checks;
- Application, graduation, and GED fees;
- Credential, license or exam fees;
- Lodging (when a part of the cost of attending training out of area); and
- Auxiliary aides and services necessary for persons with disabilities to participate in training.

Financial responsibility for ITAs remains with the Service Provider that developed the ITA, in consultation with the participant, throughout the period of training, regardless of the location of the training provider. The financial responsibility of the Service Provider also extends to supportive services.

### **ITA Documentation**

Contact between the case manager, counselor or coordinator and the participant must occur, at a minimum, at the end of each quarter, semester or uninterrupted training course during the lifetime of the training plan. Contact may be made by telephone, through the mail, personal contact or other appropriate means to provide documentation of successful progress.

Documents such as attendance records, grade reports, and statements from the instructing agency, are required as proof of participation. Documentation of status of the provider, either Georgia's ETPL or another state's list, must be maintained in the participant's electronic case file in the WorkSource Portal.

### **ITA Policies and Procedures**

For more in-depth details please refer to the ***Southern Georgia ITA Policy***.



## **2.7 On-The-Job Training**

<b>On-the-Job Training (OJT)</b>	
<b>On-the-Job Training (OJT)</b>	<p>WIOA § 3 (44) defines On-the-Job Training (OJT) as training that is provided by an employer in the public, private non-profit, or private sector to a paid participant while engaged in productive work in a job that:</p> <ul style="list-style-type: none"><li>➤ Provides knowledge or skills essential to the full and adequate performance of the job;</li><li>➤ Provides reimbursement to the employer of up to 50% of the wage rate of the participant, except as provided for in WIOA § 134 (c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and</li><li>➤ Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the OJT training plan and/or service strategy of the participant</li></ul> <p>OJT may be provided to eligible WIOA participants who, after assessment, are found to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency. LWDA staff must document the decision to provide OJT in the participant's Individual Employment Plan or Individual Service Strategy maintained in the WorkSource Portal. The decision should demonstrate that the training chosen is appropriate and necessary, that the participant does not already possess all of the skills necessary for the job, or that the participant needs to upgrade skills to effectively perform in another job. No participant may begin OJT employment until a contract has been signed by the employer.</p>
<b>OJT Contract Requirements</b>	
<ul style="list-style-type: none"><li>➤ A pre-award review is required to verify that an establishment is expanding rather than/and not relocating employment from another area. The review will ensure that the establishment did not layoff or displace any workers at another location within the United States.</li><li>➤ WIOA OJT training is provided based on a formal, written contract with a private, non-profit or public sector that is signed prior to the initiation of training with a copy given to the employer.</li><li>➤ An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the OJT agreement, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience and the participant's individual employment plan. WIOA § 3 (44)(C)</li><li>➤ An OJT contract may be for the term of the program year or it may be for the term of the skills training being provided.</li></ul>	

- In determining an employer's viability for OJT contracts, local areas should consider the employer's past history with OJT or customized contracts, financial stability, layoffs, relocation and labor disputes, as well as the occupational and industry outlook.
- No placement may be made in agencies providing workers on a temporary basis to employers for which the agency receives compensation from the employer. There are many types of staffing agencies that provide a variety of services to employers including outplacement, managed services, and outsourcing. Outsourcing is a contractual agreement between an employer and an external third-party provider whereby the employer transfers responsibility and management for certain human resource services, benefit or training-related functions or services to the external provider. Outsourcing is different from these other types of staffing firm models because it is not a temporary situation for the employee.
- If all (or most) employees are hired by an outsourcing firm that an employer regularly uses as the employer of record, the use of OJT would be allowable. Excluded from this are firms that hire probationary employees through a traditional staffing agency and then transfer them to their own payroll after the probationary period has passed. Therefore, employer use of outsourcing firms or staffing agencies which are solely performing outsourcing functions, may allow for an OJT placement. The OJT contract should include a clause ensuring the following:
  - The OJT trainee is to be considered a regular employee, not a temporary one.
  - The reimbursement is to be paid to the employer, not the outsourcing firm, and it is to reimburse the employer for the extraordinary costs of training the employee.
- OJT training contract will address:
  - The employer's commitment to hire the participant as a full-time employee with the same, wages, benefits, hours, and conditions as existing employees on the first day of the OJT;
  - The hourly wage of the participant. The minimum starting rate of OJT employees shall be the greater of the applicable federal and state minimum wage or the same rate as trainees or employees similarly situated in similar occupations by the same employer, and who have similar training, experience and skills, whichever is higher. Note: WIOA funds shall not be used for overtime wages, holidays, sick leave, or vacations.
  - An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. LWDAs should consult USDOL-specific vocational preparation codes (SVP) for occupations.
  - A description of the occupations involved, skill(s) and competencies to be provided and learned, assessment (examples include: TABE, Career Scope, Prove It, etc.) and identification of the participant's skills gap;
  - Performance outcome requirements;
  - A training plan (with a rating scale for skills at hire and at completion of the OJT) that defines successful completion of training; A provision addressing termination for lack of funds or recapture of funds, lack of participant attendance or failure of employer to comply with initial or upgraded employment requirements; and
  - A provision for maintaining and providing records for local area, state, and federal monitoring and review

### **OJT Restrictions**

- Any firm, employer, or industry who has received payments under previous contracts and has exhibited a pattern of failure to provide OJT participants continued, long-term employment as regular employees with wages and working conditions at the same level and to the same extent as similarly situated employees are ineligible to enter into further WIOA OJT contracts. WIOA § 194 (4).

- No WIOA funds shall be used to encourage or to induce the relocation of an establishment, or part thereof, which results in the loss of employment for any employee or such establishment at the original location. For 120 days after the commencement or the expansion of commercial operations of a relocating establishment, no WIOA funds shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any relocating establishment or part thereof at a new or expanded location if the relocation of such establishment or part thereof results in a loss of employment for any employee of such establishment at the 3.4.1.2-2 original location. For the purposes of this section, relocating establishment means a business entity, including a successor-in-interest, which is moving any operations from a facility in one labor market area within the United States and its territories to a new or expanding facility in another labor market area. For the purposes of this section, a labor market area is an area within which individuals can readily change employment without changing their place of residence.
- OJT training contracts will not be written to provide skills for seasonal, temporary, or intermittent employment.
- WIOA funds shall not be provided to reimburse OJT training costs when the participant was referred and hired through a private employment agency and was required to pay a referral and placement fee.

#### **OJT Policies and Procedures**

For more in-depth details please refer to the ***Southern Georgia OJT Policies and Procedures.***

## 2.8 Customized Training

Customized Training (CT)	
Customized Training (CT)	<p>Customized Training (CT) is designed to meet the special training needs of an employer or a group of employers by allowing them to tailor and design work-based skills training. Customized training is conducted with a commitment by the employer to employ an individual after successful completion of the training and for which the employer pays a significant portion of the cost of training.</p> <p>Common types of training are introduction to new technologies, production or service procedures, and upgrading to new jobs that require additional skills and workplace literacy. CT is designed primarily for the potential new hire who does not have the related education, training, or work experience required for the job.</p> <p>➤ Employers may be reimbursed by the WIOA program for not more than 50 percent of the costs incurred in providing the training. Costs of a customized training program should be inclusive of all legitimate costs to the business that are necessary to provide customized training. The cost may include: cost of instruction (staff/instructor time), costs of curriculum development, training materials and books.</p> <p>The purchase of equipment, administration and renovation of facilities are not allowable. The costs do not include employee wages during training.</p> <p>LWDAs should consider:</p> <ul style="list-style-type: none"><li>▪ The number of employees participating in the training;</li><li>▪ The wages and benefit to the employee before the training and the wages and benefit to the employee after the training;</li><li>▪ The ability of the training to increase the competitiveness of the participant; and</li><li>▪ The existence of other training opportunities provided by the employer.</li></ul> <p>➤ Customized Training is only to be used for new employees and with the employer's commitment to hire upon successful completion of the training. CT can be provided after a WIOA participant is hired or if an employer makes a commitment to hire the participant upon successful completion of the training.</p>
CT General Guidelines	
<p>➤ For each participant, the employer develops the training plan and measurable goals and determines the method by which the training is provided. Proficiency levels should be based on local business or industry skill standards.</p> <p>➤ The training activity may take place at the worksite or in a classroom setting. The employer or an intermediary may provide the training.</p>	

- In determining an employer's viability for customized training contracts, LWDAs should consider the employer's past history with OJT or customized contracts, history of layoffs, relocation and labor disputes, as well as occupational and industry outlook.

#### **CT Documentation Requirements**

- A customized training contract should address the maximum allowable costs of training, employer commitment to fund, length of training, description of occupations, skills and competencies to be provided and learned, performance outcomes, definition of successful outcomes, provision for recapture of overpayments, provision for termination for lack of funds, provision for failure of the 134 employer to comply with employment requirement, and provision for maintaining records for LWDA, state, and federal monitoring.
- An assessment of the needs of the employer, the job description, job competencies, worker skills and skills gaps should be conducted to determine the length of training. This information should be utilized to develop a training plan. Depending on the length of training, an assessment of competencies should also be conducted during training. This form(s) must be maintained in the participant's file.
- The IEP maintained in the WorkSource Portal shall be updated accordingly to reflect participation in customized skills training.

#### **CT Time Limitations**

In determining the appropriate length of the CT agreement, LWDAs shall utilize USDOL's O\*NET OnLine specific vocational preparation (SVP) codes.

## **2.9 Incumbent Worker Training**

<b>Incumbent Worker Training (IWT)</b>	
<b>Incumbent Worker Training</b>	<p>IWT is designed to improve the skills of employees and the competitiveness of an employer. It is intended to upskill existing employees or avert a potential layoff. In training scenarios not related to layoff aversion, it is strongly recommended that the IWT program will create the opportunity for the employer to backfill the trainees' positions with a new or existing employee. IWT may be offered to employers or groups of employers (which may include employers in partnership with other entities for purposes of delivering training) who, after assessment, are found to be in need of training for existing employees in order to remain competitive. IWT must be designed:</p> <ul style="list-style-type: none"><li>➤ Between employees and employers with an established relationship of at least six months at the time of the training (see Incumbent Worker Eligibility for cohort exception);</li><li>➤ To improve the skills of the existing workforce to align with new job requirements;</li><li>➤ To increase both an individual's and a company's competitiveness;</li><li>➤ To mitigate the impact of a layoff, if utilized as a part of a layoff aversion strategy; and</li><li>➤ Wherever possible, to allow the individual to gain industry recognized training experience and ultimately should lead to an increase in wages.</li></ul> <p>In a non-layoff aversion scenario, the training must be to the benefit of the employee and the employer. Under these circumstances, the IWT must meet at least one of the following criteria;</p> <ul style="list-style-type: none"><li>➤ Result in a wage increase or other financial incentive, such as a bonus;</li><li>➤ Result in the opportunity for promotion within the company;</li><li>➤ Result in an enhanced title to reflect increased responsibilities within the company.</li></ul>
<b>IWT Funding</b>	
Local areas may utilize up to 20% of their Adult and Dislocated funds for IWT. WIOA § 134 (d)(4)(A)(i). The 20% funds cover only IWT program activities. IWT administrative costs must be paid from LWDA administrative funds.	

## **2.10 Work Experience**

<b>Work Experience (WEX)</b>	
<b>Work Experience (WEX)</b>	<p>Work Experience (WE) is a planned, structured learning experience that takes place in a workplace for a limited period of time. The intention of a Work Experience is to enable participants to explore career options and gain exposure to the working world and its requirements. A Work Experience shall be designed to enhance the employability of individuals through the development of good work habits and basic work skills. Although the majority of Work Experience activities occur with youth participants, adults and dislocated worker participants may also take advantage of these services. Work Experience may be fulltime or part-time depending upon the needs of the participant. It may be paid or unpaid, as appropriate.</p> <p>The purpose of a Work Experience is not to benefit the employer, although the employer may, to a limited extent, benefit from the activities performed by the participant. For example, individuals placed in a Work Experience are generally considered trainees, and should not take on roles in which the employer depends on the trainee's productivity to maintain or advance the profit margin or performance of the company or agency.</p>
<b>WEX Participant Eligibility</b>	
To be eligible for Work Experience opportunities, the participant's individual employment plan (IEP) or individual service strategy (ISS) must identify that the participant would benefit from the activity. The LWDA requires that the justification for a Work Experience be outlined in the customer's IEP or ISS maintained in the WorkSource Portal.	
<b>WEX Employer/Worksite Eligibility</b>	
<ul style="list-style-type: none"><li>➤ In determining an employer's viability for Work Experience contracts, LWDA's must consider the employer's past history with WEX contracts, history of layoffs, relocation and labor disputes, as well as occupational and industry outlook.</li><li>➤ LWDA's must conduct an employer pre-award review to verify the requirements of 20 CFR 683.260 and TEGL 19-16 are met.</li></ul>	
<b>Youth WEX Requirements</b>	
<ul style="list-style-type: none"><li>➤ Per 20 CFR 681.600, youth Work Experiences must include an academic or occupational component, which may occur concurrently or sequentially with the work experience. Local Boards are required to include the local definition for academic components in its policies.</li><li>➤ Per WIOA sec. 129(c)(4), local areas must utilize a minimum of 20 percent of non-administrative youth funds to provide work experience activities to in-school and out-of-school youth.</li><li>➤ For full Youth Work Experience policy, see section 3.4.2.3.</li></ul>	
<b>WEX Policies and Procedures</b>	
For more in-depth details please refer to the <b><i>Southern Georgia WEX Policies and Procedures</i></b> .	

## **2.11 Registered Apprenticeship**

<b>Registered Apprenticeships</b>	
<b>Registered Apprenticeships</b>	<p>RAs generally involve both classroom and on-the-job instruction. While a RA does not have a unique funding mechanism, LWDAs may use an ITA to support classroom portions of a RA program, and OJT funds may be used to support the on-the-job elements of the RA program.</p> <p>If a participant is in a RA and employed as part of that arrangement, then the OJT must be treated as other OJTs provided for employers. ITAs and OJTs may be used simultaneously to fund the RA.</p> <p>A LWDA must limit the OJT portion of the RA to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the OJT, LWDAs should consider the skills requirements of the occupation as indicated through the SVP code, the academic and occupational skill of the participant, prior work experience, and the participant's IEP.</p>



Southern Georgia



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# HOW MAY WE HELP YOU?

By completing this form, you equip our team to best assist you and to ensure you are aware of, and receive all available services that may help you achieve your career goals.

**All service provision is contingent upon eligibility determination and availability of the service in your area.**

## PLEASE COMPLETE THE FORM

(Office Staff Use Only)

Name (Last, first)

Date

Referring agency

City, State

Zip Code

Referring staff name

Email Address

Phone Number

Referred to

## Please Check the Circumstances That Best Describes You and Your Employment Service Needs

- |   |   |
|---|---|
| <input type="checkbox"/> I am between the ages 16-24 yrs. (All/EC,JC)<br><input type="checkbox"/> I am 55 + years of age (LL, DL, VR)<br><input type="checkbox"/> I am Unemployed<br>Separation Date: _____<br>Separated by no fault of your own? Yes: <input type="checkbox"/> No: <input type="checkbox"/><br><input type="checkbox"/> I am Underemployed (Current job is not self-sustaining)<br><input type="checkbox"/> I am a veteran or spouse of a veteran<br><input type="checkbox"/> I have a work/life-related limitation or disability (VR)<br><input type="checkbox"/> I have a high school diploma or a GED Certificate | <input type="checkbox"/> I am or have been farmworker within last 24 months (T)<br><input type="checkbox"/> I have post-secondary education (if yes, please provide the highest education level attained): _____<br><input type="checkbox"/> I am registered on <a href="https://www.employgeorgia.com">EmployGeorgia.com</a> ?<br><input type="checkbox"/> I have applied to, or are currently receiving services from another agency (e.g., Food Stamps, UI...). If so, please identify the agency and services: _____<br>_____ |
|---|---|

## Permission to Share Your Information:

By signing this waiver, I understand that I am authorizing \_\_\_\_\_ to release this form and the information I provide herein to other One-Stop Partners as appropriate for the services in which I indicate interest below."

Signature

Date

Witnessed by (Please print):

Witness's Signature

Date

## Workshops & Counseling Services

- ☐ Résumé & Cover Letter Building (DL,AE)
- ☐ Applications and Internet Job Searching (DL,AE)
- ☐ Interviewing (DL, EC,AE)
- ☐ Keeping a Job (Job Retention) (DL)
- ☐ Networking

**PLEASE SELECT (✓) ALL SERVICES WHICH MAY BE HELPFUL:****Employment Services**

- |   |   |
|---|---|
| <input type="checkbox"/> Unemployment Insurance (DL)                              | <input type="checkbox"/> Assistance Choosing the Right Job (EC,VR,DL,T, AE)       |
| <input type="checkbox"/> Wages Documentation (T, DL)                              | <input type="checkbox"/> Exploring “Hot” Jobs (DL)                                |
| <input type="checkbox"/> Assistance Finding a Job (All)                           | <input type="checkbox"/> Identifying My Skills (DL,AE)                            |
| <input type="checkbox"/> Find Job Leads   | <input type="checkbox"/> Assess My: (AE)  |
| <input type="checkbox"/> Access to the Internet/phone to Find Job Leads           | <input type="checkbox"/> Typing Speed (DL) <input type="checkbox"/> Job Interests |
| <input type="checkbox"/> Resume and Cover Letter Assistance                       | <input type="checkbox"/> Job Aptitudes  |
| <input type="checkbox"/> Job Application Assistance                               | <input type="checkbox"/> Exploring Career Options (All)                           |
| <input type="checkbox"/> Interviewing Skills Development (DL)                     | <input type="checkbox"/> Learning about Wages                                     |
| <input type="checkbox"/> Information about Employers or Industries (DL)           | <input type="checkbox"/> Setting Goals (All)                                      |
| <input type="checkbox"/> Veterans Support Services (DL)                           | <input type="checkbox"/> Vocational Rehabilitation Training Services              |
| <input type="checkbox"/> Job Retention Services (e.g., Incumbent Worker Training) |   |

**Education & Training Services (Adult Education)**

- |   |  |
|---|--|
| <input type="checkbox"/> GED Prep and/or Attainment (TCSG, EC)  | <input type="checkbox"/> Technical Training (degree, diploma, certificate) (WIOA)  |
| <input type="checkbox"/> Basic Skills Attainment (Math/Reading) (TCSG)  | <input type="checkbox"/> Accessibility Assistance to Accommodate a Disability during Training or Educational Services (VR,TCSG)  |
| <input type="checkbox"/> English as a Second Language Training (TCSG)   | <input type="checkbox"/> Work-Based Learning – On-The-Job Training, Work Experience, Apprenticeships-TCSG ( <i>This May Allow For Income *A Paycheck* during training.</i> ) (T) |
| <input type="checkbox"/> Assistance for Improving Skills (e.g., typing, computer or software, soft skills, writing, etc.) | <input type="checkbox"/> Certificate Attainment  |
| <input type="checkbox"/> Training/Education Goals (TCSG, WIOA, T)   |  |
| <input type="checkbox"/> Financial Aid for Education and Training (WIOA)  |  |

**Support Services**

- |  |  |
|--|--|
| <input type="checkbox"/> Housing   | <input type="checkbox"/> Vocational Rehabilitation Support Services  |
| <input type="checkbox"/> Child Care Assistance (WIOA)                    | <input type="checkbox"/> Workplace or Homebased Equipment or Services to Accommodate a Disability/Promote Independence (Including Sensory, Technological, Physical Accommodations and Modifications, etc.)   |
| <input type="checkbox"/> Food/Nutrition Assistance                       | <input type="checkbox"/> Overcoming background Issues ( <i>TOPPSTEP: The Offender Parolee Probationer State Training Employment Program, Federal Bonding, etc.</i> )   |
| <input type="checkbox"/> Clothing – Interview/Professional               | <input type="checkbox"/> Federal Bonding– ( <i>Provides limited liability coverage to employers new hires who cannot be bonded, including: ex-offender, ex-addict, poor credit record, dishonorably discharged from the military, or persons lacking a work history</i> ) (DL) |
| <input type="checkbox"/> Healthcare Assistance                           |  |
| <input type="checkbox"/> Transportation Assistance (TCSG-WIOA)           |  |
| <input type="checkbox"/> Relocation Assistance for a Job                 |  |
| <input type="checkbox"/> Equipment for Employment (tools, uniform, etc.) |  |

**Previous Work Experience:** (i.e. farmworker/agriculture, warehouse, administrative, manufacturing, etc...)

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**Notes:**

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Your feedback will enable us to improve the level of service that all Georgians receive from the Workforce System.

Date \_\_\_\_\_

*Attachment 14: Customer Satisfaction*

The purpose of my visit was \_\_\_\_\_.

1. What organization / services provider did you see?

- |   |  |                                  |
|---|--|----------------------------------|
| <input type="checkbox"/> Georgia Department of Labor                    | <input type="checkbox"/> WIOA - SGRC         | <input type="checkbox"/> Telamon |
| <input type="checkbox"/> Georgia Vocational Rehabilitation              | <input type="checkbox"/> Wiregrass Technical | <input type="checkbox"/> Paxen   |
| <input type="checkbox"/> Direct Access (Legacy Link, Technical College) | <input type="checkbox"/> WIOA- ETC Schools   | <input type="checkbox"/> Other   |

2. Would you recommend this organization to your family and colleagues?

Not likely      1      2      3      4      5      Very likely

3. What was your wait time prior to seeing a customer service provider?

- ☐ 0-10 mins    ☐ 10-20 mins    ☐ 20-30 mins    ☐ 30-40 mins    ☐ 40-50 mins    ☐ 50+ mins

4. Which of the following qualities of the service provider did you like most? (Check one please)

- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Patient      | <input type="checkbox"/> Friendly   |
| <input type="checkbox"/> Enthusiastic | <input type="checkbox"/> Responsive |
| <input type="checkbox"/> Attentive    | <input type="checkbox"/> Other_____ |

5. Which of the following qualities of the service provider did you dislike most? (Check one please)

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Not Patient      | <input type="checkbox"/> Unfriendly   |
| <input type="checkbox"/> Not Enthusiastic | <input type="checkbox"/> Unresponsive |
| <input type="checkbox"/> Not Attentive    | <input type="checkbox"/> Other _____  |

*Attachment 14: Customer Satisfaction*

6. Based on your experience, please rate the following statements using this numbering system:

1-----	2-----	3-----	4-----	5-----
Very	Dissatisfied	Neutral	Satisfied	Very
Dissatisfied				Satisfied

- \_\_\_ Customer service provider's professionalism
- \_\_\_ Customer service provider was helpful and friendly
- \_\_\_ Building facilities (waiting room/restrooms/computer area) were clean & accessible
- \_\_\_ Reception desk staff professionalism
- \_\_\_ Reception desk staff was helpful and friendly
- \_\_\_ What is your satisfaction level

Please explain all ratings of 1 or 2 or provide additional comments:

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